"The Little Potato Company Add A Little Smile Sweepstakes" Official Rules

NO PURCHASE OR PAYMENT OF ANY KINDS IS NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ELIGIBLE ENTRIES RECEIVED. VOID OUTSIDE THE ELIGIBILITY AREA (DEFINED BELOW), AND WHERE PROHIBITED OR RESTRICTED BY LAW.

AN INTERNET CONNECTION IS REQUIRED AND CONNECTION FEES MAY APPLY.

BY SUBMITTING AN ENTRY TO THIS PROMOTION, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. AMONG OTHER THINGS, THIS CONTRACT INCLUDES INDEMNITIES FROM YOU TO THE PROMOTION ENTITIES (DEFINED BELOW) AND A LIMITATION OF YOUR RIGHTS AND REMEDIES AND BINDING ARBITRATION.

 SPONSOR: The "The Little Potato Company Add A Little Smile Sweepstakes" (the "Promotion") is sponsored by The Little Potato Company USA, Inc., with an address at 801 Little Potato Way, DeForest, WI, 53532, USA., and The Little Potato Company Ltd. with an address at 11749 180 Street Edmonton, AB T5S 2H6, Canada (each a "Sponsor"). The Promotion includes a game of chance in the United States, and a game of mixed chance and skill in Canada (each, separately and together, the "Sweepstakes").

The Promotion is subject to these official rules (the "<u>Official Rules</u>"), and by entering, Entrant (defined below) agrees to be bound by them and the decisions of Sponsor, which are final and binding in all respects. Sponsor's designated computer is the official timekeeping device for entry in the Promotion.

2. **ELIGIBILITY**: The Promotion is only open to entrants who:

(a) are legal residents of, and physically located within one of the 50 U.S. states (including the District of Columbia) and Canada (the "<u>Eligibility Area</u>");

(b) are at least the minimum age of majority in their country and state, province or district of residence as of the time of entry;

(c) agree to be bound by the terms of these Official Rules; and

(d) submit a valid Entry (as defined below) (each, an "Entrant", or "you").

The Promotion is not open to entrants who:

(1) are employees, shareholders, subsidiaries, affiliates, officers, directors, agents and representatives of Sponsor or any entity which is involved in any aspect of the creation, production, operation, execution or fulfilment of the Promotion;

(2) are immediate family members (defined as parents, children, siblings, domestic partner, husband, or wife) or household members (defined as those people who share the same residence of such entrant at least three (3) months a year) of such individuals listed in clause (1) above;

(3) are prohibited by applicable law from entering the Promotion; or

(4) do not meet any of the eligibility requirements set forth herein.

VOID OUSTIDE THE ELIGIBILITY AREA OR WHERE PROHIBITED OR RESTRICTED BY LAW.

3. PROMOTION PERIOD: This Promotion begins at 12:01 AM EST on September 26, 2022 until 11:59 PM EST on January 10, 2023 (the "<u>Promotion Period</u>"). **All Entries must be received by 11:59 PM EST on January 10, 2023.** Entries that are submitted before or after the Promotion Period will be disqualified.

4. HOW TO ENTER: During the Promotion Period, there is one (1) purchase method of entering the Promotion, and six (6) non-purchase methods of entering the Promotion (an Internet connection is required and connection fees may apply for all methods except for the mail-in method) (each such method of entry being hereinafter defined as an "Entry") as follows:

Purchase Method:

- 1. Purchase any: one (1) or more "<u>Qualifying Products</u>", which are listed on Exhibit A from any participating retail store in the Eligibility Area during the Promotion Period and save your purchase receipt. During the Promotion Period, upload a photo of your receipt (png, jpeg, pdf and tiff file types with a maximum file size of 10MB) either:
 - (a) at <u>https://www.addalittlesmile.com</u> (the "<u>Promotion Site</u>") and complete the official online entry form during the Promotion Period to receive one (1) Entry into the Promotion per each purchase receipt; or
 - (b) email a photo of your receipt to submit@addalittlesmile.com. You will be sent a link to the official entry form. Complete the entry form to receive one (1) Entry per each purchase receipt; or
 - (c) **For United States Entrants Only:** text the keyword "LITTLE POTATOES" with a photo of your receipt to 811811* to receive one (1) Entry per each purchase receipt.

By *texting LITTLE POTATOES to 811811 you consent to receive text messages pertaining to this Promotion only, via automated telephone dialing system to the number you provided, from Snipp Interactive Inc. Message frequency varies. Txt HELP for help or STOP to stop receiving texts. The terms and conditions and privacy policy relating to SMS texting can be www.snipp.com/terms-and-conditions and www.snipp.com/privacy-policy, found at respectively. *Message and data rates may apply. Carriers are not liable for delayed or undelivered messages. Your consent to the above is not required to make a purchase. The text message you send is your electronic signature agreeing to these Official Rules and any other applicable terms and conditions, and to giving electronic written consent as set forth above. Carrier specific charges for text messages and data may apply for each message sent or received, depending on your individual cellular pricing plan, in accordance with your cellular customer agreement. Not all mobile devices are supported. Participants may only participate in this method of entry if they are using a supported device. SMS/MMS may not be available for all service providers or for all handsets. Cellular phone carrier's instructions for text messaging may be different. Check your phone capabilities for specific instructions. Promotion Entities (defined below) make no guarantee that any particular wireless service provider will participate. Check with your service provider for details. By selecting to participate via text messaging, the Participant grants permission to Snipp Interactive Inc. to notify them via return text message and must agree to accept all applicable charges associated therewith. Wireless service providers may charge Participant for each text message, including any error message that is sent and received in connection with the Promotion, based on the applicable wireless service plan. Participant is responsible for all applicable fees and taxes associated with any submissions.

You will only receive one (1) Entry per transaction regardless of the number of Participating Products purchased in excess of one (1) in a single transaction. Please save your original purchase receipt for authentication in the event you are a winner.

LIMIT: Maximum of six (6) Entries per Entrant for the entire Promotion Period using the Purchase Method of Entry.

Non-Purchase Methods:

1. **Complete a Survey Method:** During the Promotion Period, go to www.addalittlesmile.com and follow the links and instructions to complete the available survey to earn one (1) Entry into the Sweepstakes per survey completed for the first time.

LIMIT: Maximum of one (1) Entries per Entrant for the entire Promotion Period using the Complete a Survey Method.

2. Submitting a Selfie: During the Promotion Period take a selfie photograph of yourself with any Little Potato Company product (png, jpeg, pdf and tiff file types with a maximum file size of 10MB) (a "<u>Picture</u>"), and then visit the Promotion Site, where you will be required to sign in to the Promotion Site by entering your email address (use the same email address you used to register for the Promotion) and then click on the "Submit Selfie" button/link and upload a Picture that conforms to our Picture Guidelines set out below to earn one (1) Entry.

Picture Guidelines: The Picture submitted must be a selfie in the sense that it must be a self-portrait photograph, taken with a digital camera or camera phone held in the hand or supported by a selfie stick. The Picture must be original and not include any third party's proprietary content, including trade-marks or copyrighted content. The Sponsor, in its sole discretion, may disgualify any Entrant who uses suspected third party proprietary content, at any time. The Sponsor further reserve the right, in their sole discretion, to edit any Picture to blur out any trade-marks or to remove any copyrighted content. The Sponsor reserves the right to disqualify any Picture that, in its sole discretion, involves or is suspected to involve anything illegal, potentially or actually dangerous or harmful or containing any element of physical risk, at any time. Any Picture that involves a third party that does not choose to be part of the Sweepstakes may also be disgualified. The Picture must not include any content that, in the Sponsor's sole discretion, is suspected to be illegal, defamatory or in any way obscene. The Picture may not be a parody or derogatory. The Picture remains the property of the Entrant; however, by entering this Sweepstakes, each Entrant (i) represents and warrants that the Entrant's Picture is its original work and does not infringe on any third party's copyright, trade-mark or other intellectual property rights; (ii) represents and warrants that the Entrant has all necessary rights from any third party that appears, or is mentioned, in the Picture, including those from the parent or legal guardian if such third party is under the age of majority; (iii) grants the Sponsor an unlimited, royalty free, irrevocable right and license to reproduce, post and/or broadcast the Picture in any form of media now known or hereinafter developed, including, without limitation, on the Sponsor's websites; (iv) waives all moral rights in the Picture in favour of the Sponsor; (v) agrees to release, indemnify, discharge and hold harmless the Sponsor from any claim or liability arising from or related to the Picture and/or the Entrant's participation in this Sweepstakes as further set out in these Rules; and (vi) consents to the publication and/or use, in any medium of the Entrant's Picture, name, city of residence, photograph and/or image for publicity purposes carried out by the Sponsor and/or their advertising and promotional agencies without payment or compensation of any kind. The Picture may be showcased by the Sponsor on a public viewing gallery, including without limitation, on the Promotion Website. The Sponsor assumes no responsibility for any claims against infringement of the right of privacy with respect to any Picture.

LIMIT: Maximum of one (1) Entries per Entrant for the entire Promotion Period using the Submitting a Selfie Method.

3. Refer a Friend: During the Promotion Period, visit the Promotion Site, where you will be required to enter your email address (use the same email address you used to register for the Promotion) and thereafter you will be navigated to a Landing page with a "Refer a Friend" button/link. Click on the "Refer a Friend" button/link and provide up to five (5) valid e-mail addresses of friends that they want to refer this Promotion to, and which friends would otherwise be eligible to participate in the Promotion in accordance with the provisions of Section 2 of these Official Rules. You will earn one (1) additional Entry to the Sweepstakes for the first such friend who registers for and submits at least one (1) Entry to the Sweepstakes.

LIMIT: Maximum of one (1) Entries per Entrant for the entire Promotion Period using the Refer a Friend Method.

4. Click Facebook Button: During the Promotion Period, visit the Promotion Site, where you will be required to sign in to the Promotion Site by entering your email address (use the same email address you used to register for the Promotion) and then click on the "Visit on Facebook" button/link. Thereafter, you will be navigated to a landing page with a "Visit on Facebook" button/link. Click on the "Visit on Facebook" button/link to earn one (1) Entry to the Sweepstakes.

LIMIT: Maximum of one (1) Entry per Entrant for the entire Promotion Period using the Click Facebook Button Method.

5. **View Video**: During the Promotion Period, visit the Promotion Site, where you will be required to sign in to the Promotion Site by entering your email address (use the same email address you used to register for the Promotion), and then click on the "View Video" button/link. Thereafter, you will be navigated to a page with a video. View the video in its entirety to earn one (1) Entry to the Sweepstakes.

LIMIT: Maximum of one (1) Entry per Entrant for the entire Promotion Period using the View Video Method.

- 6. **Mail-In:** To obtain an entry by mail, you must hand print your first and last name, residence address, telephone number, e-mail address, and date of birth on a 3"x5" card, place the card in an envelope with proper first-class postage affixed, and mail the envelope to:
 - **a. United States residents**: "Little Potatoes Selfie Sweeps" c/o Snipp Interactive Inc., 22287 Mulholland Highway, Box 577, Calabasas, CA 91302-5157. Mailed entries must be received during the Promotion Period. There is a limit of one (1) 3"x5" card per mailing envelope.
 - **b. Canadian residents**: "Little Potatoes Selfie Sweeps" c/o Snipp Interactive Inc., 1011 Upper Middle Road Box 1237, Oakville ON, L6H 5Z9. Mailed entries must be received during the Promotion Period. There is a limit of one (1) 3"x5" card per mailing envelope.

LIMIT: Maximum of one (1) Entries per Entrant for the entire Promotion Period using the Mail-In Method.

NOTE: A Maximum of 6 Entries per Entrant during the Promotion Period will be accepted irrespective of method of entry. For purposes of this Promotion, a "day" begins at 12:01 a.m. EST and ends at 11:59 p.m. EST. Entries that are actually or suspected to be in excess of the stated limits,

incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified from the Promotion at Sponsor's sole and absolute discretion. Entries that are actually or suspected to be generated by a script, computer programs, macro, programmed, robotic or other automated means are void and may be disqualified. Entries received or ranking status attained based on any actual or suspected tampering (cheating) or foul play will render that participant ineligible to receive any prize(s), and may result in participant no longer being allowed to enter Sponsor's other promotions in the future, at Sponsor's sole discretion. Subsequent attempts made by the same individual to submit multiple entries by using multiple or false contact information or otherwise may be disqualified at Sponsor's sole discretion. The Promotion Entities (defined below) are not responsible for technical failures of any kind, including, but not limited to, the malfunctioning of any wireless network, telephone, computer, computer network, hardware or software or the unavailability or inaccessibility of any service. The Promotion Entities are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind or insufficient space in Entrant's device to receive messages. Those who, in Sponsor's sole determination, do not follow all of the instructions, provide the required information in their entry form, or abide by these Official Rules or other instructions of Sponsor may be disqualified. All materials submitted become the property of Sponsor and will not be returned. Illegible and/or incomplete entries and entries submitted by entrants who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. You understand that Internet access and device data usage charges and any other charges imposed by your mobile plan and/or online service may apply when submitting an Entry. Contact your wireless carrier and/or check your mobile plan for data usage pricing plans and details. In the event of a dispute as to any Entry, the Authorized Account Holder of the email address used to register for Entry will be deemed to be the Entrant. The "Authorized Account Holder" is the natural person who is assigned an account by the Internet access provider, online service provider, or other organization responsible for assigning such accounts or the account associated with the submitted email address. The potential winners may be required to show proof of being the Authorized Account Holder.

Sponsor is not responsible for lost, interrupted or unavailable network server or other connection; miscommunications; failed phone or computer or telephone transmissions; technical failure; jumbled, scrambled or misdirected transmissions; late, lost, incomplete, delayed, inaccurate, invalid, un-intelligible, or misdirected entries; or other errors of any kind whether human, mechanical, or electronic.

5. ALL POTENTIAL SWEEPSTAKES WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. <u>AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF</u> <u>ENTRANT RECEIVES AN EMAIL MESSAGE SAYING HE OR SHE WON, UNLESS AND UNTIL</u> <u>ENTRANT'S ELIGIBILITY AND/OR POTENTIAL SWEEPSTAKES WINNER HAVE BEEN VERIFIED</u> <u>AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE</u>. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS.

6. DRAWINGS: On January 24, 2023 in Toronto, Ontario at 10:00 am EST, Sponsor will select: (a) one (1) potential prize winner from all eligible Entrants who are legal residents of, and physically located within one of the 50 U.S. states (including the District of Columbia) who submit a valid Entry during the Promotion Period (such drawing, the "<u>U.S. Drawing</u>"); and (b) one (1) potential prize winner from all eligible Entrants who are legal residents of, and physically located within Canada who submit a valid Entry during the Promotion Period (such drawing, the "<u>Canadian Drawing</u>"). Entrants need not to be present for the drawing to win. Odds of winning a Prize depend upon the number of eligible Entries received during the Promotion Period.

7. **PRIZES:** Two (2) prize(s) are available to be won (each, a "Prize"), as follows:

- c. One \$10,000 USD Travel voucher to be used on any flight, hotel, cruise, tour or combination of such and awarded to the confirmed and validated winner of the U.S. Drawing. The Approximate Retail Value ("<u>ARV</u>") of such Prize is \$10,000 USD; and
- d. One \$10,000 CAD Travel voucher to be used on any flight, hotel, cruise, tour or combination of such and awarded to the confirmed and validated winner of the Canadian Drawing. The Approximate Retail Value ("<u>ARV</u>") of such Prize is \$10,000 CAD.

The ARV of each Prize is subject to change based upon current market conditions at the time of Prize fulfillment. Any difference between the ARV and the actual value, if any, will not be awarded. Limit one (1) Prize per winner. All Prize details not specified in these Official Rules will be determined in Sponsor's sole discretion. If for any reason a Prize is unavailable, Subject only to the approval of the Régie des alcools, des courses et des jeux in Quebec, Sponsor reserves the right to modify the Promotion in its sole discretion and award a substitute prize, or portion of a prize, of comparable or greater value as set forth in these Official Rules. No substitution, transfer, assignment or cash equivalent of a prize, or any portion thereof, is permitted by a winner. The Promotion Entities shall have no responsibility or obligation to a winner who is unable or unavailable to, or who does not for any reason, accept or utilize a Prize.

All federal, state, provincial and local tax liability, and any other costs and expenses of any kind whatsoever in the US and/or Canada associated with acceptance or use of a Prize not specifically provided for in these Official Rules are solely the winner's responsibility. The value of a Prize will be taxable to the winner of the US Drawing as income. Relevant tax forms will be issued in the name of the winner for the actual value of the Prize awarded. Failure to complete or utilize any component of any Prize does not relieve the Prize winner of his/her tax obligations associated with winning such Prize.

The Prizes will be subject to additional terms and conditions as communicated to the winner(s) including the following:

To redeem your travel voucher please contact Worldgo Travel Management. They can be reached at 1-888-236-1566 or via email at worldgo@worldgo.ca for the winner of the U.S. Drawing and at 604.558.5510 or via email at travelrequests@worldgo.ca for the winner of the Canadian Drawing.

Voucher must be redeemed by December 31st, 2023. The prize cannot be redeemed for cash and is non-transferable. The prize is valid on any travel product offered and prepaid by Worldgo Travel Management.

7. **PRIZE NOTIFICATION AND DELIVERY**: Sponsor will notify each potential winner by email message on or about January 27, 2023 ("the <u>Sponsor's Notification"</u>). The Sponsor's Notification will be delivered in English, or, if the winner of the Canadian Drawing is a resident of the province of Quebec, in French. Within three (3) calendar days of the Sponsor's Notification winners must supply any requested information in English for the administration of the Promotion including, if required, an affidavit of eligibility and prize/publicity release and answering a mathematical skill-testing question correctly, all by reply email to the Sponsor's Notification. Potential winners are subject to verification, including verification of age. If a potential winner cannot be contacted, is ineligible as determined in Sponsor's sole discretion, fails to comply with these Official Rules, fails to respond or reply to the Sponsor's Notification within the required time period, fails to provide the requested information (including if applicable the answer to the mathematical skill-testing question), fails to comply with Sponsor's Terms of Use or the Sponsor's additional instructions, or if the prize or notification is returned as undeliverable, he/she forfeits the applicable Prize. In the event that a potential winner is disqualified for any reason, including ineligibility or forfeiture, Sponsor reserves the right to award the Prize to an alternate winner. Only up to three (3) alternate winners will be contacted, as elected in Sponsor's sole discretion, after which the Prize will remain un-awarded. Sponsor is not

responsible for communication failures relating to any change of email address or other contact information of potential winner. Provided that a potential winner is in compliance with the Official Rules and has successfully proven eligibility and provided any documentation required by Sponsor, and, in the case of the potential winner of the Canadian Sweepstakes, successfully answers the mathematical skill-testing question, the potential winner will be determined to be a winner. Sponsor expressly reserves the right to delay the announcement of the winners for any reason it deems necessary. If, for any reason, more bona fide winners come forward seeking to claim a prize in excess of the two (2) Prize(s) available as set forth in these Official Rules, the winners of the Prize(s) may be selected in a random drawing from among all persons making purportedly valid claims for such Prize(s). Inclusion in such drawing shall be each Entrant's sole and exclusive remedy under such circumstances. The Promotion Entities are not responsible for and shall not be liable for late, lost, damaged, intercepted, misdirected or unsuccessful efforts to notify the potential winners. Each Winner shall receive their respective prize by email message on or before 11:59 pm EST on March 1, 2023.

8. RELEASE: Entrant agrees to release, indemnify, and hold harmless Sponsor and its and their parent companies, subsidiaries and affiliated companies, units and divisions ("Affiliates"); and their advertising and promotional agencies or marketing partners and prize suppliers; each of their respective officers, directors, administrators, shareholders, agents, employees, and other representatives; and each of these companies' and individuals' respective successors, representatives and assigns (collectively, the "Promotion Entities") from and against: (a) any direct or third party demand, claim, liability, or cause of action, including, but not limited to, damage to or loss of property, arising out of participation in the Sweepstakes, receipt or use or misuse of any Prize, or any breach of these Official Rules; and (b) any direct or third party claim including claims based upon defamation, publicity rights, invasion of privacy, copyright infringement, trademark infringement, or any other intellectual property-related cause of action arising from or related to the Promotion, submission of Entries, the Prizes, or Sponsor's advertising and marketing related to the Promotion, Entrants or the winners. WINNING A PRIZE IS CONTINGENT UPON FULFILLING ALL REOUIREMENTS SET FORTH HEREIN. EACH PRIZE IS OFFERED AND PROVIDED "AS IS" WITH NO WARRANTY OR GUARANTEE BY SPONSOR, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. ANY AND ALL WARRANTIES AND/OR GUARANTEES ON THE PRIZES (IF ANY) ARE SUBJECT TO THE MANUFACTURER'S TERMS THEREFORE, AND WINNER AGREES TO LOOK SOLELY TO SUCH MANUFACTURER(S) FOR ANY SUCH WARRANTY AND/OR GUARANTEE. BY PARTICIPATING IN THE PROMOTION, EACH WINNER ACKNOWLEDGES THAT THE PROMOTION ENTITIES HAVE NOT AND WILL NOT **OBTAIN OR PROVIDE INSURANCE OF ANY KIND RELATING TO THE PRIZES.**

The Promotion Entities assume no responsibility for and will disgualify entries that are or are suspected to be; stolen, late, lost, illegible, incomplete, invalid, unintelligible, altered, tampered with, unauthorized, fraudulent, damaged, destroyed, delayed, misdirected, not delivered, not received, or that have incorrect or inaccurate entry information, whether caused by any of the equipment or programming associated with or utilized in the Promotion, or by any human, mechanical or electronic error that may occur in the processing of the Entries in the Promotion, or other errors appearing within the Official Rules or in any Promotion related advertisements. Use of any device to automate or subvert entry is prohibited and any Entries suspected to be received by such means will be void. Sponsor reserves the right in its sole discretion to disqualify any person it suspects or finds: (i) to have tampered with the entry process or the operation of the Promotion; (ii) to be acting in a disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; (iii) to display behavior that will bring such Entrant or the Sweepstakes Entities into disgrace (e.g., including but not limited to, a person committing acts of moral turpitude, and/or allegations or convictions of any crime); (iv) to have provided inaccurate information on any legal documents submitted in connection with the Promotion; or (v) to be acting in violation of these Official Rules. ANY VIOLATION OF THESE OFFICIAL RULES BY A WINNER WILL RESULT IN SUCH WINNER'S DISOUALIFICATION AS A WINNER OF THE PROMOTION AND ALL PRIVILEGES AS A WINNER WILL BE IMMEDIATELY TERMINATED.

9. **GENERAL CONDITIONS:** Except where prohibited by applicable law, participation in the Promotion constitutes each winner's consent to Sponsor's and its Affiliates' use of the winner's name, city, state, province or county, and country, likeness, photograph, statements made by the winner about the Promotion, Sponsor, its Affiliates, and/or Prize information for purposes solely related to the Promotion in any media without further payment or consideration, including, but not limited to, posting winner lists online. Entrant hereby grants to Sponsor and its Affiliates, to the extent permitted under applicable law, a non-exclusive, worldwide, irrevocable license to use, reproduce, modify, adapt, publish, transmit via the Internet, and display Entrant's Entry, including Entry information, in whole or in part, solely for the purpose of administering this Promotion. Subject only to the approval of the Régie des alcools, des courses et des jeux in Ouebec, Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Promotion should a virus, bug, computer or phone problem, unauthorized intervention or other causes beyond Sponsor's control, corrupt the administration, security or proper play of the Promotion. Any attempt by any person to deliberately damage the Promotion or related websites or undermine the legitimate operation of the Promotion may be in violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to pursue its rights and remedies from any such person to the fullest extent permitted by law. The Sweepstakes Entities are not responsible if the Promotion cannot take place or is delayed, or if any Prize cannot be awarded due to delays, interruptions or failures due to acts of God, war, natural disasters, coronavirus (COVID-19) pandemic, other epidemics or medical emergencies, government mandated lockdowns, weather, acts or threats of terrorism, strikes, lockouts, labor disputes, work stoppages, fire, acts of government, other force majeure events or other events outside of the reasonable control of the Promotion Entities. If, for any reason, the Promotion is not capable of running as planned, including, without limitation, coronavirus (COVID-19) pandemic, other epidemics or medical emergencies, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the reasonable control of the Promotion Entities, which, in Sponsor's sole determination, corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, Subject only to the approval of the Régie des alcools, des courses et des jeux in Quebec, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Promotion or any part of the Promotion. If the Promotion or a particular portion thereof is canceled or terminated before the designated end date of the Promotion Period for any reason, Sponsor may (if possible) select the winner based on the Entries received as of the date of the event giving rise to the termination and that is in complete compliance with these Official Rules. This shall be each Entrant's sole and exclusive remedy in the event the Promotion is so terminated or cancelled. Only the type and quantity of prizes described in these Official Rules will be awarded. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. If any provision of the Official Rules is determined to be invalid or otherwise unenforceable, then the Official Rules will be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. No waiver by the Promotion Entities of any right or provision under these Official Rules shall constitute a subsequent or continuing waiver of such right or provision or any other rights or provisions under these Official Rules. A failure to act or delay in acting by the Promotion Entities shall not constitute a waiver of any right or remedy.

10. **LIMITATIONS OF LIABILITY:** Except as provided by applicable law, the Promotion Parties are not responsible, to the extent permitted by law, for: (A) any incorrect or inaccurate information, whether caused by Entrant, printing errors or omission or by any of the equipment or programming associated with or utilized in the Promotion; (B) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (C) unauthorized human intervention in any part of the Entry process or the Promotion; (D) technical or human error which may occur in the administration of the Promotion or the processing of Entries; (E) any failure for any reason whatsoever of a potential winner to receive a prize notification email; or (F) any injury or damage to person or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Promotion or receipt or use or misuse of any prize. **AN ENTRANT'S REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY ENTRANT BE**

ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. If for any reason an Entrant's Entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Entrant's sole remedy is to submit another Entry in the Promotion; provided that, if it is not possible to submit another Entry due to discontinuance of the Promotion, or any part of it, for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible Entries or, as the case may be, received up to the date of discontinuance for any or all of the prizes offered herein.

NOTHING IN THESE OFFICIAL RULES SHALL DISCLAIM, LIMIT, OR EXCLUDE LIABILITY FOR ANY LIABILITY THAT MAY NOT BE DISCLAIMED, LIMITED, OR EXCLUDED PURSUANT TO APPLICABLE LAW.

11. **PRIVACY POLICY:** The Entrants acknowledge and understand that all personal information submitted as part of this Promotion will be collected and processed by Sponsor for the purpose of managing the Promotion, and such additional purposes specified in connection with entering or participating in the Promotion, in accordance with the privacy policy available at https://www.littlepotatoes.com/privacy (a French version of the privacy policy is available at https://www.littlepotatoes.com/fr/vie-privee) (the "Privacy Policy"). Entrants can read more about their rights, how participants' personal information is used, and how to contact Sponsor, in the Privacy Policy. By participating in the Promotion, Entrants agree to the Terms of Use and the terms and conditions of Sponsor's website and acknowledge all of the terms and conditions of the Privacy Policy. By entering the Sweepstakes, each Entrant consents to the collection, use and disclosure by the Sponsor or its authorized agents of the Entrant's personal information provided in this Promotion for the purpose of carrying out the Promotion and Sweepstakes, and delivering the Prizes.

The personal information may be transferred to third parties that are retained by the Sponsor to perform storage, management and other similar functions, subject to the laws applicable to the protection of personal information and the Sponsor's internal policies regarding personal information. Files containing personal information will be kept at the Sponsor's or its service provider's offices or on their servers. Employees who require access to personal information in order to fulfil their job requirements will have access to such information. To the extent provided by applicable law, the individuals concerned may request access to the file containing their personal information and the correction of such information by contacting the Sponsor.

By accepting a Prize, a winner grants the Sponsor the right to, in any way in relation with the Promotion, its promotion or its organization, produce, reproduce, publish, broadcast, communicate by telecommunication, exhibit, disseminate, adapt, use and reuse his or her name, address (city, province), voice, declarations, image, photos or other representations or recordings for publicity purposes using any media and in any format, including, without limitation, on the Internet, without any notice or compensation, and each Winner may be required to sign a document to this effect.

12. **APPLICABLE LAW:** Subject to the provisions of the following paragraph regarding any matter within the jurisdiction of the Régie des alcools, des courses et des jeux, du Québec, as a condition of entry in this Promotion, each Entrant agrees that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of Alberta, Canada without giving effect to any choice of law or conflict of law rules (whether of Alberta, Canada or any other jurisdiction), which would cause the application of the laws of any jurisdiction

other than Alberta, Canada. Some jurisdictions do not allow for limitations of certain remedies or damages and so those provisions may not apply to you.

<u>QUEBEC RESIDENTS ONLY</u>: 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.

13. **DISPUTES/ARBITRATION:** Subject to the provisions of the preceding paragraph regarding any matter within the jurisdiction of the Régie des alcools, des courses et des jeux, du Québec, by participating in the Promotion and to the extent permitted by applicable law, each Entrant agrees that the exclusive jurisdiction for any dispute, claim or demand related in any way to the Promotion will be decided by binding arbitration. All disputes between you and Sponsor, any of Sponsor's Affiliates, or anyone associated with the production, development or handling of this Promotion, of whatsoever kind or nature arising out of the Promotion or the terms of these Official Rules, shall be without resort to class action, referred to an arbitrator in Edmonton, Alberta to be mutually agreed upon by both parties. Such arbitration shall be governed by the *Arbitration Act*, RSA 2000, c A-43, as amended from time to time. The arbitrator's decision shall be final and binding on the parties and shall not be subject to any appeal or review procedure. The parties agree to share equally in the arbitration costs incurred and that, unless prohibited by applicable law, under no circumstances will participant be permitted to obtain awards for, and participants hereby waive all rights to claim, punitive, incidental and consequential damages and any damages other than actual out-of-pocket expenses.

14. **WINNERS LIST/OFFICIAL RULES:** For the names of the winners and/or Official Rules send a request by email to <u>help@addalittlesmile.com</u>. All requests for a copy of the Official Rules and for the names of the winners (first name, last initial and home country) must be made by February 21, 2023. Requests received after this time will not be honored.

15. INTELLECTUAL PROPERTY

All intellectual property rights covering the promotional material and the Promotion website, including without limitation trademarks, service marks, copyrights and other brand identifiers used in connection therewith, whether registered or unregistered, including applications therefor, are the exclusive property of the Sponsor or its affiliates or licensors. All rights are reserved. Unauthorized copying or use of any intellectual property rights without the express written consent of its owner or holder is strictly prohibited. Subject to the foregoing, all trademarks are the property of their respective owners.

16. SOCIAL **MEDIAS**

The Sweepstakes is neither managed nor sponsored by Facebook, Instagram, Pinterest, YouTube, TikTok or any other media (hereinafter the "Medias"). The Participant provides its personal information to the Sponsor and not to the Medias. The Medias will not be liable in any way for any issue related to the Sweepstakes.

17. DISCREPANCIES

In the event of any discrepancy or inconsistency between the English language version and the French language version of these Official Rules, or the terms and conditions of the Official Rules and disclosures or other statements contained in any Promotion related materials, including but not limited to any form for

Entry, or point of sale, radio, television, print or online advertising, the terms and conditions of these English language version of the Official Rules shall prevail, govern and control.

EXHIBIT A

QUALIFYING PRODUCTS

- Qualifying Canadian Product List:
 - o 1.5 lb Boomer Gold
 - 1.5 lb Blushing Belle
 - 1.5 lb Terrific Trio
 - o 1.5 lb Purely Purple
 - 1.5 lb Fingerlings
 - 1.5 lb Morning Pearl
 - 3 lb Boomer Gold
 - 3 lb Blushing Belle
 - 3 lb Terrific Trio
 - 5 lb Dynamic Duo
 - 1 lb Savoury Herb Microwave Tray
 - 1 lb Garlic Parsley Microwave Tray
 - 1 lb Lemon & Garden Herb Microwave Tray
 - o 1 lb Roasted Garlic, Rosemary & Thyme Microwave Tray
 - 1 lb Smoked Salt Microwave Tray
 - 1 lb Onion & Chive Oven/Grill Tray
 - 1 lb Roasted Red Pepper Oven/Grill Tray
 - 1 lb Garlic Herb Oven/Grill Tray
- Qualifying USA Product List:
 - 1.5 lb Boomer Gold
 - 1.5 lb Blushing Belle
 - 1.5 lb Terrific Trio
 - 1.5 lb Dynamic Duo
 - 1.5 lb Purely Purple
 - 1.5 lb Fingerlings
 - 1.5 lb Morning Pearl
 - 3 lb Boomer Gold
 - 3 lb Blushing Belle
 - 3 lb Terrific Trio
 - 5 lb Dynamic Duo
 - 1 lb Savoury Herb Microwave Tray
 - 1 lb Garlic Parsley Microwave Tray
 - o 1 lb Lemon & Garden Herb Microwave Tray
 - 1 lb Roasted Garlic, Rosemary & Thyme Microwave Tray
 - 1 lb Smoked Salt Microwave Tray
 - 1 lb Onion & Chive Oven/Grill Tray
 - 1 lb Roasted Red Pepper Oven/Grill Tray
 - 1 lb Garlic Herb Oven/Grill Tray