



Henry's Foundation – Gift Card Giveaway – March 2022

OFFICIAL CONTEST RULES

1. SPONSOR: The Henry's Foundation – Gift Card Giveaway (the "Contest") is sponsored by Henry's Foundation (the "Sponsor").

2. ELIGIBILITY: This Contest is open to legal residents of Canada, excluding Quebec, who have reached the age of majority in their province or territory of residence at the time of entry, with the exception of employees of the Sponsor, its parent, related and affiliated companies, subsidiaries, departments or agencies, franchisees, suppliers, advertising and promotional agencies, contest administrators, and any other parties engaged in the development, production or distribution of Contest materials and those living in the same household.

By participating in this Contest, entrants acknowledge compliance with, and agree to be bound by, these Contest Rules. Entrants who do not comply with any of the Contest Rules are subject to disqualification by the Sponsor, in the Sponsor's sole discretion.

3. CONTEST DATES: The Contest begins on March 4, 2022 at 12:01am EST and end on March 20, 2022 at 11:59pm EST ("Contest End Date") after which time the Contest will be closed and no further entries shall be accepted.

4. HOW TO ENTER: You can enter this Contest by donating to the Henry's Foundation in support of Mental Health on www.henrysfoundation.com/donate or in store at any Henry's retail location in Canada, excluding Quebec. Entries must include your full name, email and phone number and entering your complete contact information. All entries must be complete and are subject to verification by the Sponsor, in its sole discretion. Donation entries are subject to the minimum donation amounts by channel due to technical limitations.

Any attempt or suspected attempt to use robotic, automatic, programmed, or otherwise, illicit means to enter the Contest, or any other methods not authorized by these Contest Rules, for example, but not limited to, creating multiple accounts, identities, or registrations, all in the Sponsor's sole discretion, shall be deemed as tampering and may disqualify you from entering, participating and/or winning a prize. Entries that contain false or incomplete information are void. Entries that are late, lost, stolen, illegible, contain false information, are damaged, misdirected, mutilated, garbled or incomplete, altered or otherwise irregular or that do not conform with or satisfy any or all of the conditions of the Contest Rules are void. Entrants grant Sponsor a non-exclusive license to use all entries for any purpose. No correspondence will be entered into except with selected entrants. Proof of transmission (screenshots or captures, etc.) does not constitute proof of entry or receipt of an entry. No purchase entries can be made by contacting foundation@henrys.com

5. CONTEST PRIZES: There is a total of one prize available to be won consisting of: (i) \$250 Henry's Gift Card. No cash value. Non Transferrable. Cannot be exchanged for another prize.

All prizes are subject to availability, determined in the sole direction of the Sponsor.

All winners assume any and all liability for any injury or damage caused, or claimed to be caused, by entering, participating in this promotion or use or redemption of a prize. Prizes must be accepted as awarded and have no cash value. Prizes or any portion thereof cannot be combined with other discounts, promotions or special offers. The Sponsor reserves the right to substitute an alternate prize of equal or greater value if an advertised prize is unavailable at time of award.

6. ODDS OF WINNING: The odds of winning depend on the number of eligible entries received before the Contest End Date.

7. SKILL TESTING QUESTION: Selected Entrants will be required, as a condition to winning a prize, to correctly answer, without assistance of any kind, the Sponsor's time-limited, mathematical skill-testing question.

8. WINNER SELECTION AND CONFIRMATION: On March 23rd, 2022 at 119 Church St Toronto, Ontario ("Draw Date") an employee, agent or other representative of the Sponsor, will conduct a random draw from all eligible entries and select the potential winner (the "Selected Entrant"). The Selected Entrant will be deemed a winner if they meet all of the eligibility criteria set out in these Contest Rules.

If a Selected Entrant does not meet the eligibility criteria, he/she will be disqualified and will not receive a prize and another entrant will be selected by way of a random draw from the remaining eligible entries. Before being declared a winner, a Selected Entrant will be required to: (i) correctly answer the Sponsor's skill-testing question; (ii) sign and return the Sponsor's Declaration of Eligibility and Liability/Publicity Release form ("Winner Release"); and (iii) comply with all other Contest Rules, all in the sole discretion of Sponsor.

Selected Entrants will be notified within one (1) business day of the draw and will be contacted by email, social handle or phone number provided at the time of entry into the Contest, in Sponsor's sole discretion, and up to three (3) attempts will be made within 36 hours following the draw. A Selected Entrant that does not or cannot accept a prize may be forfeited and a new Selected Entrant selected by random draw, in the Sponsor's sole discretion. The Sponsor's signed Winner Release must be received by Sponsor no later than April 1, 2022. The Sponsor is not responsible for the failure for any reason whatsoever of a Selected Entrant to receive notification or for the Sponsor to receive a Selected Entrant's response.

Disputes regarding identity of entrant: If the identity of a Selected Entrant is disputed, the entry will be deemed to have been submitted by the Authorized Account Holder (the individual assigned to the e-mail address or, if applicable for entry, social media handle associated with the entry). Each Selected Entrant may be required to provide proof that he/she is the Authorized Account Holder associated with the selected entry.

9. RELEASE AND INDEMNIFICATION: The winner must sign the Sponsor's Winner Release to: (i) confirm compliance with the Contest Rules; (ii) agree to accept the prize as awarded; (iii) release, discharge and hold harmless the Sponsor, its departments and agencies, parent, related and affiliated companies, subsidiaries, franchisees, advertising and promotional agencies, counsel, marketing partners and Facebook and Instagram and each of their respective directors, officers, employees, shareholders, successors, sponsors, partners, licensees, subsidiaries, agents, artists, advisors, assignees, and all others associated with the administration, development and execution of the Contest (the "Released Parties") from and against any

and all manner of action, cause of action, claim or demand, loss or injury, use or misuse of a prize or any travel related thereto, and the use of the Entry by the Sponsor, suit, debt, covenant, contract, including legal fees and expenses, whatsoever, including but not limited to, claims based on negligence, breach of contract and fundamental breach, failure of any third party contractor or supplier used in connection with any aspect of the Contest to perform or deliver any goods or services, any act of God or any other event beyond the Released Parties' control, any dissatisfaction of any kind by a winner with any aspect of the Contest or any prize, liability for physical injury, death, or property damage which the entrants, guests, their heirs, successors or assigns have, might have or could have suffered, by reason of or arising out of the entrant's participation in the Contest and/or in connection with the acceptance and/or exercise by the entrant of the Prize as awarded; and (iv) indemnify the Released Parties against any loss, damage or expense, including legal fees, that any of the Released Parties may suffer or incur as a result of any non-compliance by an entrant with any of the Contest Rules or participation in the Contest and/or in connection with the acceptance and/or exercise by an entrant of a prize and the use of the Entry by Sponsor.

The Sponsor is not responsible for: (i) incorrect or inaccurate entry information which may affect a person's ability to participate in the Contest or be awarded a prize, including but not limited to human error, technical malfunctions, lost or delayed entries for any reason, mail failures, omission, or any combination thereof, and entries which fail to fully comply with these Contest Rules; (ii) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (iii) lost, incomplete, delayed, mutilated or misdirected entries or Declaration and Release forms; (iv) injury or damage to the entrant's computer or to any other individual's computer related to or resulting from participating in, or downloading any material regarding the Contest or accepting a prize; (v) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize, including any travel related thereto and the use of the Entry by Sponsor; (vi) the security or privacy of information transmitted via computer networks or for breaches of privacy due to interference by third party computer "hackers" or otherwise; or (vii) late, lost, misdirected or unsuccessful efforts to notify a potential winner.

10. OTHER CONDITIONS: The Sponsor reserves the right to terminate or amend this Contest at any time and in any way, without prior notice. Without limiting the foregoing, if, for any reason, the Contest is not capable of running as originally planned for any reason, the Sponsor reserves the right to cancel the Contest and conduct a random draw from all previously received eligible entries received by the Contest End Date.

Publicity and entrant information: By participating in this Contest, entrants consent to the use of their name, social media handles, comments and image, whether on videotape, photograph or any other means, all as may be edited, translated or otherwise modified by the Sponsor in Sponsor's sole discretion, for the administration of this Contest or any publicity carried out by the Sponsor, without further notice or compensation.

Law: The Contest is void where prohibited by law and is subject to all applicable Canadian federal, provincial, territorial, municipal and local laws. This Contest shall be governed exclusively by the laws of the Ontario including, all issues and questions concerning the construction, validity, interpretation and enforceability of these Contest Rules, rights and obligations between entrants and the Sponsor, and procedural provisions, without giving effect to any choice of law or conflict of law rules.

Rule amendments: The Sponsor reserves the right, in its sole discretion, to amend or modify these Contest Rules, or modify, cancel or suspend this Contest, without prior notice for any reason whatsoever, including without limitation in the event that any cause beyond the reasonable control of the Sponsor corrupts, or threatens to corrupt, the security or proper administration of the Contest.

Intellectual Property: All intellectual property, including but not limited to trademarks, logos, designs, promotional materials, web pages, source codes, images, drawings, illustrations, slogans and representations are owned by the Sponsor. All rights are reserved. Unauthorized copying or use of any copyrighted material or other intellectual property without the express written consent of the Sponsor is strictly prohibited.

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