



“Sylvania Promotion” - Contest Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT IMPROVE YOUR CHANCES OF WINNING. THE CONTEST BEGINS AT 12:01 A.M. ET, ON NOVEMBER 1, 2018 AND CLOSSES AT 12:00 P.M. ET ON DECEMBER 31, 2018. THERE ARE A TOTAL OF THREE (3) PRIZES AVAILABLE TO BE WON AS FOLLOWS: (A) ONE (1) PRIZE FOR NEDCO ONTARIO, A TWO HUNDRED AND FIFTY DOLLAR (\$250) VISA GIFT CARD (B) ONE (1) PRIZE FOR NEDCO QUEBEC, A ONE HUNDRED DOLLAR (\$100) VISA GIFT CARD AND (C) ONE (1) PRIZE FOR NEDCO WEST, A TWO HUNDRED AND FIFTY DOLLAR (\$250) VISA GIFT CARD. SKILL-TESTING QUESTION REQUIRED. OPEN TO LEGAL RESIDENTS OF BRITISH COLUMBIA, ALBERTA, SASKATCHEWAN, MANITOBA, QUÉBEC, AND ONTARIO, WHO ARE 19 YEARS OLD AT TIME OF ENTRY. LIMIT OF ONE (1) PRIZE PER ENTRANT.

Eligible customers will have an opportunity to enter into a contest for a chance to “Sylvania Promotion” (the “**Contest**”) which is sponsored by Nedco, a division of Rexel Canada Electrical Inc. (the “**Sponsor**” or “**Nedco**”). The Contest is governed by these Official Rules (the “**Official Rules**”). By participating in the Contest, each Entrant agrees to be bound by these Official Rules, including all eligibility requirements, and understands that the results of the Contest are final in all respects. The Contest is subject to all federal, provincial and local laws and regulations and is void where prohibited by law.

The words “**you**,” “**your**,” and “**Entrant**” as used herein refer to the person entering the Contest. All dollar amounts referred to in this Official Rules are in Canadian dollars.

1. Who can Participate: The Contest is open to licenced electrical contractors who have an active and valid trading account with Nedco, who are legal residents of the provinces of British Columbia, Alberta, Saskatchewan, Manitoba, Québec or Ontario and who are at least 19 years old at the time of entry in to the Contest. Employees, directors, officers, representatives and mandatories of the Sponsor, their respective corporate affiliates, subsidiaries, advertising or promotion agencies, any member of the immediate family (defined as parents, children, siblings, spouse, and life partners wherever they live) of employees, representatives or mandatories of the Sponsor or anyone who is domiciled in the household, whether related or not, of any employees, representatives or mandatories of the Sponsor, are not eligible to enter the Contest.
2. Deadlines for Entry: The Contest begins at 12:01 a.m. ET, on November 1, 2018 and closes at 12:00 p.m. ET on December 31 (the “**Contest Period**”). Sponsor is the official timekeeper for the Contest. The Sponsor, in its sole discretion, may end the Contest before December 31, 2018, without notice.
3. How to Enter: One (1) automatic entry will be issued for every purchases of two hundred dollars (\$200) worth (after applicable taxes) of in stock items of Sylvania products purchased using an active and valid Nedco account online, excluding projects and contracts, to be eligible to win a Prize (as defined below). There is no limit on the number of Entries that can be issued to the individual holder of the Nedco account.
4. No Purchase Necessary/ No Purchase Method Entry: Participation in the Contest is free and without any obligation to purchase Sylvania products. To obtain an Entry without purchasing any Sylvania products, you will be required to send your 500-word request (with sufficient postage), including your name, address, city and postal code, phone number and the date to the following address: Sylvania Promotion, Nedco 5600 Keaton Crescent, Mississauga, ON L5R 3G2. Requests must be received by the Sponsor (postmarked) no later than December 31, 2018. Any Entries received after this date will be declared void. The Entries obtained through this process are subject to the Official Rules. Limit of one (1) no-purchase Entry per person, per postage-paid envelope, during the Contest Period, while supplies last. All Entries become the property of the Sponsor and will not be returned.

5. Prizes: There are three (3) prizes available to be won in the Contest (each a “**Prize**”), with an aggregate value of six hundred dollars (\$600).

5.1 Prizes:

5.1.1 Three (3) prizes in total – one (1) per region. If an Entrant purchases two hundred dollars (\$200) (before applicable taxes) of in stock items of Sylvania Products, excluding projects and contracts, within the Contest Period during the Contest Period as provided under Section 3 of the Official Rules, such Entrant shall be eligible to the random draw of the Prize, per section 7 below. The Prizes consist of the following: (A) one (1) prize for Nedco Ontario, a two hundred and fifty dollar (\$250) Visa gift card, (B) one (1) prize for Nedco Québec, a one hundred dollar (\$100) Visa gift card and (C) one (1) prize for Nedco West, a two hundred and fifty dollar (\$250) Visa gift card. Limit of one (1) prize per Entrant. Prize will be awarded per Nedco Region as follows:

(a) Ontario;

(b) Québec; and

(c) West division: British Columbia, Alberta, Saskatchewan and Manitoba.

5.2 Other Rules Applicable to Prizes:

5.3.1 Prizes must be accepted as awarded, and cannot be substituted or redeemed for cash. Sponsor reserves the right to substitute another prize of equal or greater value for a Prize, should a Prize be unavailable for any reason. In no event shall the Sponsor be required to award more Prizes than indicated in these Official Rules or to award a Prize otherwise than in compliance with these Official Rules.

5.3.2 Any Prize represented in promotional materials is for illustration purposes only and may not be the exact item(s) offered as a Prize.

5.3.3 All other costs and expenses (including taxes and fees) not specified as part of a Prize in these Official Rules are the sole responsibility of the Winner (as defined below).

5.3.4 All Winners (as defined below) assume any and all liability for any injury or damage caused, or claimed to be caused, by entering, participating in this Contest or the use or redemption of any Prize.

6. Odds of Winning: Odds of winning a Prize will depend on the eligible Entry received during the Contest Period.

7. Prizes - How Winners Selected: On Thursday January 31, 2019 (the “**Selection Date**”), the draw for the Prizes will be held at the Nedco’s main office located at 5600 Keaton Crescent, Mississauga, ON L5R 3G2 at approximately 3:00 pm ET. Potential winners of a Prize (each a “**Potential Winner**”) will be selected by means of random draws from all eligible Entries received for the relevant region / division during the Contest Period.

8. Prizes - How Winners Notified: Each Potential Winner will be notified by e-mail at the address indicated in his/ her Entry within ten (10) days after his/her name has been selected (“**Prize Notification**”). The Potential Winner will receive with the Prize Notification a mathematical skill-testing question and a claim

and release form (the “**Winner Release**”). In order to claim a Prize, the Potential Winner must correctly answer, unaided, the mathematical skill-testing question, and complete, sign and return to Sponsor, at the address provided in the Prize Notification, the Winner Release within fourteen (14) days from the date of the Prize Notification. If all required conditions are met and the Potential Winner has complied with the Official Rules, the Potential Winner will be declared the winner (“**Winner**”) of a Prize. If any of these conditions are not met, if a Potential Winner or a Winner refuses a Prize for any reason, or if the Prize Notification is returned to Sponsor as undeliverable, the Potential Winner will forfeit his/her Prize. If a Prize is forfeited, Sponsor will randomly select another Potential Winner from the eligible Entries received for the relevant region / division and so on until the Prize is awarded. Prizes may be delivered to the Winners by e-mail at the address indicated in the Prize Winner’s Entry. Sponsor is not responsible for the failure, for any reason, of a Potential Winner to receive notification or for Sponsor’s failure to receive the response of a Potential Winner.

9. Miscellaneous Conditions: By participating in the Contest, each Entrant agrees (1) to be bound by the Official Rules and by any decision of Sponsor or its agents regarding the awarding of a Prize; and (2) to hold harmless the Sponsor, all companies legally affiliated with Sponsor and their employees, officers, directors, representatives and agents (“**Sponsor and Affiliates**”), from all liability, losses, injuries or damages of any sort resulting from Entrant’s participation in the Contest or their acceptance, use or misuse of the Prize. Sponsor reserves the right to amend, suspend or terminate all or any portion of the Contest at any time for any reason without prior notice, including the right to cancel or suspend the contest should a virus, bug or other cause beyond the reasonable control of Sponsor corrupt the security or proper administration of the Contest. The Official 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 Sponsor. The Contest is null and void where prohibited by law or otherwise.
10. Release and Indemnification: All Winners must sign the Sponsor’s Winner Release to: (i) confirm compliance with all Contest Rules; (ii) agree to accept prizes 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 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 Entries 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 Prizes 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 Entrants 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 Entries by the Sponsor.

Sponsor assumes no responsibility for incorrect, lost, stolen, incomplete, delayed, damaged or misdirected Entries/prize claims or for any failure of the Sponsor website during the Contest Period, for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, access providers, computer equipment, software, failure of any e-mail or entry to be received by Sponsor on account of technical problems or traffic congestion on the Internet or at any website, or any

combination thereof including any injury or damage to an Entrant's or any other person's computer related to or resulting from downloading any material or sharing any information in connection with the Contest. Any attempt to deliberately damage the Sponsor website or to undermine the legitimate operation of the Contest is a violation of criminal and civil laws, and should such an attempt be made, Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution. Entries are subject to verification and will be declared invalid if they are illegible, mechanically reproduced, mutilated, forged, falsified, altered or tampered with in any way.

11. Use of Personal Information: By entering the Contest, each Entrant agrees and consents to (1) the collection, use and disclosure by Sponsor of the Entrant's personal information for the purposes of administering the Contest and awarding a Prize, and the Sponsor releasing the name and address of the Potential Winner to the applicable authority for the purpose of verifying eligibility under these Official Rules, and releasing the name of a Winner to those who request such information in accordance with Section 11; (2) Sponsor's use of the Entrant's name, likeness, voice, city/town of residence, and any statements regarding a Prize for marketing purposes without any form of compensation. All collection, use and disclosure of Entrant's personal information shall be in accordance with Sponsor's Customer Privacy Statement which can be found at: www.nedco.ca.
12. Intellectual Property: The reproduction, representation or exploitation of all or part of the elements composing the Contest is strictly prohibited. All brands or names of products or services mentioned are trademarks or names of products or services and belong to their respective owners.
13. 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 province of 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. Any dispute shall be adjudicated by the courts sitting in Mississauga, Ontario.
14. Contest Winner List: The Winners' names can be obtained by sending such a request and a self-addressed, stamped envelope to: "Sylvania Promotion", Nedco, a division of Rexel Canada Electrical Inc., Attn: National Marketing Communications Specialist, Attn: National Marketing Manager, 5600 Keaton Crescent, Mississauga, ON L5R 3G2. Requests must be received by March 15, 2019.
