

[Win \$5,000! / Gagnez 5 000\$ !]

### Official Contest Rules

The following are the official rules (the “**Contest Rules**”) governing the contest (the “**Contest**”) by Evive Inc. (the “**Sponsor**”), a corporation duly constituted under the *Business Corporations Act* (Quebec), with its principal place of business at 427-5524C Saint-Patrick Street, Montreal (QC), H4E 1A8 Canada.

1. Eligibility. This Contest is open to legal residents of Canada as well as legal residents of the fifty (50) states of the United States of America (including the District of Columbia) (the “**USA**”) who have reached the age of majority in their province, territory, state or district of residence at the time of entry. Entrants must have a valid email address to receive emails from the Sponsor. By participating in this Contest, participants 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 their sole discretion.

Employees of the Sponsor, its parent, related and affiliated companies, representative or mandatary, subsidiaries, departments or agencies, suppliers, advertising and promotional agencies, Contest administrators, any other parties engaged in the development, production or distribution of Contest materials, and those living in the same household may not enter the Contest.

2. Contest Dates and Time. The Contest begins on July 2 2022, at 11:00 a.m. EST and ends on September 2 2022, at 11:59 p.m. EST (“**Contest End Date**”), after which time the Contest will be closed and no further entries will be considered.
3. How to Enter. There is no purchase necessary to participate.

To enter the Contest, click on one of the following links:

- if you are a French-speaking Canadian participant: [Link](#)
- if you are an English-speaking Canadian participant: [Link](#)
- if you are an American participant: [Link](#)

You will have to answer a survey indicating whether you are a Canadian resident (excluding Quebec), a Quebec resident or a USA resident. You will also need to provide your full name, a valid email address and consent to receive the Sponsor newsletter to enter into this Contest.

Limit of one (1) entry per person (email address).

All entries must be complete and are subject to verification by the Sponsor, in its sole discretion. 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 email addresses, identities, or registrations to obtain more than one (1) entry, all in the Sponsor sole discretion, shall be deemed as tampering and may disqualify you from entering, participating and/or winning the Prize (as defined in Section 4). Entries that contain false or incomplete information are void. Entries that are late, misdirected, or that do not conform with or satisfy any or all of the conditions of the Contest Rules are void. Notwithstanding the promotional emails that will be sent to participants such as newsletters, no correspondence will be entered into except with the Selected Entrant (as defined in Section 7). Proof of transmission (for example, screenshots or captures) does not constitute proof of entry or receipt of an entry.

4. Contest Prize. There is only one (1) prize to be awarded: \$5,000 CAD to be paid in full by EFT (the “**Prize**”) to be spent as the prize winner (the “**Prize Winner**”) sees fit. The Prize offered must be accepted as awarded and is not exchangeable, transferable, or convertible into any merchandise. The Prize Winner must have a valid and active Canadian and/or USA checking account, that enable the Prize Winner to receive the Prize.
5. Odds of Winning. The odds of winning depend on the number of eligible entries received before the Contest End Date.
6. Skill-testing Question. The Selected Entrant will be required, as a condition of winning the Prize, to correctly answer, without assistance of any kind, the Sponsor’s time-limited, mathematical skill-testing question to be sent to the Selected Entrant via email.
7. Prize Winner Selection and Confirmation. On September 5th 2022, at 3 p.m. EST at 427-5524C Saint-Patrick Street, Montreal (QC) H4E 1A8 Canada, the Sponsor or an employee, agent or other representative of the Sponsor, will conduct a random draw from all eligible entries received before the Contest End Date and select the potential winner (the “**Selected Entrant**”).

Before being declared the Prize Winner, the Selected Entrant will be required to: (i) correctly answer the Sponsor’s skill-testing question; and (ii) comply with all other Contest Rules, all in the sole discretion of the Sponsor. If the Selected Entrant does not meet those eligibility criteria, the Selected Entrant will be disqualified and will not receive the Prize and another entrant will be selected by way of a random draw from the remaining eligible entries to become the Selected Entrant.

The Selected Entrant will be notified on September 5th 2022, at 3 p.m. EST by email. Upon establishing contact with the Selected Entrant and taking care of the required eligibility formalities referred to above, the Selected Entrant will become the Prize Winner. If the Sponsor, or an employee, agent or other representative of the Sponsor is unable, within a deadline of ten (10) business days following the first notification (the “**Deadline**”), to reach the Selected Entrant, another Selected Entrant will be drawn at random within the next two (2) days following the end of the Deadline. A Selected Entrant that does not or cannot accept the Prize may be forfeited and a new Selected Entrant selected by random draw, in the Sponsor's sole discretion. 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. A signed copy of the Sponsor’s Winner Release (see Section 8) must be received by the Sponsor no later than ten (10) business days following the first notification.

Disputes regarding identity of participants: If the identity of a Selected Entrant is disputed, the entry will be deemed to have been submitted by the individual assigned to the email address entered at the time of entry (the “**Authorized Account Holder**”). The Selected Entrant may be required to provide proof that the Selected Entrant is the Authorized Account Holder associated with a selected entry.

8. Release. The Prize Winner must sign the Sponsor’s Winner Release to: (i) confirm compliance with all Contest Rules; (ii) agree to accept the Prize as awarded; (iii) release, discharge and hold harmless the Sponsor, any company, corporation, trust or other legal entity controlled by or affiliated to the Sponsor, their advertising and promotional agencies, their employees, representatives and mandataries, its counsel, marketing partners, Facebook, Instagram and each of their respective directors, officers, employees, shareholders (the “**Released Parties**”) from and against any and all manner of action, cause of action, claim or demand, loss, damage resulting

from the acceptance, use or non-use of the Prize, the use of the Prize Winner's data by Sponsor, and the amendment, modification or termination of this Contest or its Contest rules as described in Section 11 of the Contest Rules; 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 participants with any of the Contest Rules or participation in the Contest and/or in connection with the acceptance and/or exercise by the Prize Winner of the Prize, and the use of the Prize Winner's data by the Sponsor.

9. Liability limits: conduct of the Contest. The Released Parties disclaims all liability for any of the following: (i) acceptance, use, misuse, or non-use of the Prize that may be awarded; (ii) incorrect or inaccurate entry information that may affect a person's ability to participate in the Contest or be awarded the Prize; (iii) technical and/or communications failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in network hardware or software; (iv) technical or human error which may occur in the administration of the Contest or the processing of entries; (v) if the Prize cannot be awarded due to circumstances beyond the Sponsor reasonable control; (vi) lost, incomplete, delayed, mutilated or misdirected entries or Winner's Release; (vii) injury or damage to participants' computers or to any other individual's computer related to or resulting from participating in, or downloading any material regarding the Contest; (viii) 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; (ix) late, lost, misdirected or unsuccessful efforts to notify a Selected Entrant; (x) the amendment, modification or termination of this Contest or its Contest Rules as described in Section 11 of the Contest Rules; or (xi) any breach of this Contest Rules by the participant.
10. Indemnification. Each Contest participant agrees to 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 claim by the Contest participant relating to Section 9 of the Contest Rules.
11. Rule Amendments. The Sponsor reserves the right, with the consent of *the Régie des alcools, des courses et des jeux* with respect to the province of Quebec, to amend or modify these Contest Rules or to terminate or amend this Contest at any time and in any way, without prior notice to participants. Without limiting the foregoing, if, for any reason, the Contest is not capable of running as originally planned for any reason, for example in case of fraud or contamination by a computer virus, 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.
12. Taxes – USA residents. In the event that the Prize Winner is a USA resident (the “**USA Prize Winner**”), the value of the Prize awarded to the USA Prize Winner must be reported for tax purposes as required by law. The USA Prize Winner must provide the Sponsor with a valid taxpayer identification number or social security number (as applicable) before the Prize can be awarded. A Form 1099-MISC will be issued to the USA Prize Winner for the value of the Prize.
13. Winner Announcement. By participating in the Contest, participants' consent to the use of their name and geographical information (country, province, territory, state, district and/or city), for the announcement of the Prize Winner through the Sponsor's website and any of its social media account, without further notice or compensation.
14. Personal Information. Subject to applicable privacy laws, by participating in the Contest, participants consent to the use of their name, email address, and residence status, for the administration of this Contest or any marketing carried out by the Sponsor, without further notice or compensation.

15. Use of Instagram. This Contest is not sponsored, endorsed or administered by, or associated with, Instagram. Any and all personal information provided in this Contest is provided to the Sponsor and not Instagram.
16. Use of Facebook. This Contest is not sponsored, endorsed or administered by, or associated with, Facebook. Any and all personal information provided in this Contest is provided to the Sponsor and not Facebook.
17. Law. The Contest is void where prohibited by law. Unless otherwise prohibited by law, this Contest shall be governed exclusively by the laws of the province of Quebec and any applicable law and any dispute shall be instituted in the courts of the Province of Quebec, in the courts of the judicial district of Montreal.
18. Régie. Any litigation respecting the conduct or organization of the Contest may be submitted to the *Régie des alcools, des courses et des jeux* for a ruling. Any litigation respecting the awarding of the Prize may be submitted to the *Régie des alcools, des courses et des jeux* only for the purpose of helping the parties reach a settlement.
19. Conflict. To the extent permitted by applicable law, in the event of inconsistency between the French version and the English version of these Contest Rules, the English version shall prevail, and the French version shall be deemed to be amended accordingly to the extent necessary for such inconsistency to be in conformity with the English version of these Contest Rules.
20. Invalidity. The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provisions. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Contest Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.