

Rules & Regulations

Customer Appreciation Event (The “Contest”)

TO COMPLETE YOUR ENTRY, YOU MUST READ AND AGREE TO THE FOLLOWING TERMS. PARTICIPATION IN THIS CONTEST CONSTITUTES FULL AND UNCONDITIONAL AGREEMENT AND ACCEPTANCE OF THESE CONTEST RULES AND REGULATIONS.

1. HOW TO PARTICIPATE

1.1 Eligibility

(a) The Contest is open to all residents of **North America** who are **18** years of age or older at the time of entry. The following are ineligible to participate in the Contest: employees and their immediate families, representatives and agents of Bryan’s Auction Services Ltd, or Bryan’s Farm and Industrial., its subsidiaries or affiliates, their advertising and marketing agencies, and their employees, or any other party directly involved in holding this Contest, their legal and *de facto* spouse, and anyone else with whom these employees, representatives and agents are domiciled.

(b) All participants are subject to verification by the Contest Organizer (as defined below), including without limitation, the request to have a participant provide a valid piece of government issued identification.

1.2 Contest Period

(a) The Contest is held by Bryan’s Auction Services Ltd. (the “**Contest Organizer**”) and will begin Saturday, October 21, 2023, at 8:00 am (EST) and end Saturday, October 21, 2023, at 12:00 pm (EST) (the “**Contest Period**”).

1.3 How to Enter

NO PURCHASE NECESSARY. To enter the Contest, each participant must make a cash donation or donate a non-perishable food item. For each donation, the participant will receive a ballot to win a \$500 Bryan's Promo Voucher.

1.4 Contest Entry Restrictions

Any attempt by any person to use (or attempt to use) multiple names and/or identities to enter the Contest will be invalid for purposes of the Contest and may in the sole and absolute discretion of the Contest Organizer result in disqualification from the Contest.

(b) The sole determinant of the time for purposes of a valid Entry in the Contest will be an official clock chosen by the Contest Organizer.

2. PRIZES

(a) The Contest offers the chance to win one (1) Prizes (the “**Grand Prize**”), which includes:

- (1) \$500 gift certificates to Bryan’s Auction Services Ltd

3. ODDS

(a) The odds of winning the Grand Prize depends on the total number of eligible Entries received during each Contest Period.

4. CONTEST WINNER SELECTION AND GRAND PRIZE REDEMPTION

(a) On or about Monday, October 23, 2022, **one (1)** eligible Entry will be selected (“the **Selected Entry**”) by random draw from all the eligible Entries received during the Contest Period in accordance with these Rules and Regulations.

(b) The Contest Organizer or its designated representative will contact the participant corresponding to the Selected Entry by email (using the information provided at the time of Entry) (such participant referred to as the “**Potential Winner**”). If the Contest Organizer or its designated representative is unable to contact the Potential Winner within 1 day from original contact, or if there is a return of any notification as undeliverable, such Potential Winner will be disqualified at the Contest Organizer’s sole and absolute discretion and the Potential Winner will forfeit all rights to the Grand Prize. The Contest Organizer, may in its sole and absolute discretion, hold another random draw to select another eligible Entry from among the remaining eligible Entries, in which event the foregoing provisions herein shall apply to such newly selected Potential Winner.

(c) Before being declared a confirmed Grand Prize Winner (the “**Winner**”), the Potential Winner must successfully answer a skill-testing question unaided and unassisted and present government-issued photo identification verifying the residency and age of the Potential Winner and sign a Declaration and Waiver of Responsibility Form (or in the case of a minor, have his or her parent or legal guardian sign).

(d) If a Potential Winner (i) fails to correctly answer the skill-testing questions, (b) fails to return the properly executed Declaration and Waiver of Responsibility Form, (c) cannot accept, or is unwilling to accept the Grand Prize as awarded for any reasons, (d) fails to claim the Grand Prize by no later than Saturday, December 31, 2023, or (e) is determined to be in violation of these Rules and Regulations, all as determined by the Contest Organizer in its sole and absolute discretion, he or she may be disqualified (and if disqualified, will forfeit all rights to the Grand Prize) and the Contest Organizer reserves the rights, to select an alternate Potential Winner for the Grand Prize in accordance with the procedures outlined in these Rules and Regulations, in which case the foregoing provisions will apply to such newly selected Potential Winner.

5. GENERAL RULES AND CONDITIONS

(a) By entering the Contest, participants agree to be bound by these Rules and Regulations and the decisions of the Contest Organizer, which decisions are final with respect to all matters relating to the Contest.

(b) The Contest is void where prohibited by law and is subject to all applicable federal, provincial and municipal (or local) laws and regulations, as well as the rules adopted in view of said laws. Any Entry or Declaration and Waiver of Responsibility Form that is, depending on the case, incomplete, fraudulent, submitted late, mutilated or lacking any or the required information will automatically be refused and no Grand Prize will be awarded. The decision of the Contest Organizer in relation thereto is final and cannot be appealed.

(c) The Contest Organizer reserves the right to disqualify anyone that attempts to enter the Contest by means that violate these Rules and Regulations, including but not limited to bots, vote sharing, spamming, the use of fake or multiple emails. Such person may be referred to the competent judicial authorities and the decision of the Contest Organizer in relation thereto is final and cannot be appealed.

(d) The Grand Prize must be accepted as awarded and described in these Rules and Regulations and may not be transferred to another person, substituted for another prize or exchanged in full or in part for cash, subject to the below paragraph.

(e) Notwithstanding the foregoing, in the event the Contest Organizer is unable to award the Grand Prize, or any part thereof, as described in these Rules and Regulations for any reason, the Contest Organizer reserves the right to substitute the Grand Prize, or any part thereof, of equal or greater value. In the event a substituted prize is awarded, said prize must be accepted as awarded and may not be exchanged for cash or otherwise substituted or transferred.

(f) The Contest Organizer reserves the right, at its entire discretion, to cancel, terminate, modify or suspend the Contest, in whole or in part without prior notice for any reason including, but not limited to, viruses, bugs, tampering or other causes beyond the Contest Organizer's control which affect the administration, security, fairness or proper play of the Contest.

(g) Participants of the Contest agree to the use of their names, addresses and likenesses (e.g. photo or video) for promotional purposes for the Contest and similar promotions, for publication, and for marketing purposes by the Contest Organizer, without further compensation or notification.

(h) By entering the Contest, participants agree to hold harmless the **Bryan's Auction Service Ltd**, and their affiliates, subsidiaries, agents, directors, officers and employees (collectively the "**Released Parties**") against any and all liability, damages or causes of action (however named or described) with respect to or arising out of: (i) participant's participation in the Contest, (ii) the receipt or use of the Grand Prize awarded therein, or (iii) the administration of the Contest and the distribution of the Grand Prize awarded therein.

(i) The Grand Prize must be claimed **by no later than Monday, November 27, 2023** in person and winners are solely responsible for their own transportation to accept the Grand Prize. Prior to receiving the Grand Prize, the Winner shall complete and sign the Contest Organizer's standard form of Declaration and Waiver of Responsibility Form, which will be provided at the time of acceptance of the Grand Prize.

(j) Subject to the right of the Contest Organizer to make all determinations relating to the Contest, any controversy or dispute arising out of the conduct of this Contest shall be resolved in the courts of the **Ontario** applying the law of the **Ontario** and Canada accordingly.

6. USE OF CONTEST INFORMATION

(a) By entering the Contest, all participants consent and acknowledge that the Contest Organizer shall have the right to use all information relating to the Contest, including information on participants obtained through the Contest, for purposes of running the Contest and, where expressly consented to, for marketing purposes, unless prohibited by law.

7. LIMITATIONS OF LIABILITY

(a) The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programing associated with or utilized in the Contest or by any technical or human error which may occur in the processing of submissions in the Contest. The Released Parties assume no responsibility for any error, omission, tampering, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or authorized access to, or alteration of entries. The Released Parties are not responsible for any problems, viruses or technical malfunction of any telephone network or lines, computer on-line systems, server providers, computer equipment, software, failure of e-mail or players on account of technical problems or traffic congestion on the internet or at any website or combination thereof, including injury or damage to participants or to any other person's computer related to or resulting from participating or downloading materials in the Contest.