"Fuel Your Summer" CONTEST

Contest Rules

1. The Fuel Your Summer Contest (the "Contest") is held in the provinces of British Columbia, Alberta, Ontario, Quebec and the Atlantic provinces of Canada by Parkland Corporation (hereinafter the "Contest Organizer") from July 29 (12 a.m. EST) to September 8 (11:59 p.m. EST), 2020, inclusively (hereinafter the "Contest Period"). The Contest is governed by these rules (the "Contest Rules").

ELIGIBILITY

2. The Contest is open to residents of British Columbia, Alberta, Ontario, Quebec, Newfoundland & Labrador, Nova Scotia, New Brunswick and Prince Edward Island who (i) have reached the age of majority in their province of residence; and (ii) are existing fully enrolled members of the JOURNIE Rewards program, with the exception of the Contest Organizer's or the Canadian Imperial Bank of Commerce ("CIBC") employees, representatives, and agents, those of any company, corporation, subsidiary, or other legal entity controlled by or related to the latter, the participating establishments, suppliers of materials, promotional, advertising or other service entities relating to the Contest (the "Contest Parties"), as well as any member of their immediate family (brothers, sisters, children, father, mother), their legal or commonlaw spouse, and individuals with whom such employees, representatives and agents are domiciled. By participating in the Contest, participants agree to be bound by the Contest Rules.

HOW TO ENTER

- **3.** Eligible individuals may enter the Contest through one of the two following options:
 - a. Participation through a purchase. Eligible JOURNIE Rewards members may enter the Contest and be eligible to win a prize by completing a purchase. In order to enter the Contest through a purchase, individuals must confirm their consent to participate and their acceptance of the Contest Rules by following the instructions in an email sent or to be sent by the Contest Organizer to members of the JOURNIE Rewards program who have consented to receiving promotional emails from the Contest Organizer. Eligible JOURNIE Rewards members who have not consented to receiving such promotional emails may visit Journie.ca/fuelyoursummer and confirm their consent to participate and their acceptance of the Contest Rules. After providing their confirmation, individuals may swipe/scan their JOURNIE Rewards membership card with any eligible purchase paid at the fuel pump or inside a participating store during the Contest Period. An eligible purchase must include fuel and/or convenience store items. Eligible convenience store purchases exclude gift cards, tobacco & alcohol item(s). Any qualifying purchase made during the Contest Period with a linked CIBC card and a JOURNIE Rewards membership card will award the participant two (2) entries for the next weekly draw during the Contest Period. Any qualifying purchase made during the Contest Period with a JOURNIE Rewards membership card without a linked CIBC card will award the participant one (1) entry for the next weekly draw during the Contest Period. Visit Journie.ca or go on the JOURNIE app for a list of participating service stations and convenient stores.
 - b. **Participation without a purchase.** Eligible JOURNIE Rewards members who wish to enter the Contest without making a purchase can do so by sending an email during

the Contest Period with "Fuel Your Summer Contest" as the object which includes their name and their JOURNIE Rewards membership card number. Participants with a JOURNIE Rewards account linked to a CIBC account will obtain two (2) entries for the next weekly draw during the Contest Period. Participants with a JOURNIE Rewards account not linked to a CIBC account will obtain one (1) entry for the next weekly draw during the Contest Period. The email should be sent to the following address: promotions@journie.ca prior to a weekly draw during the Contest Period.

- c. Double your entries No CIBC product necessary. If an entrant who is otherwise eligible for the Contest wishes to participate in Doubling Your Entries without holding a CIBC product during the Contest Period, the contestant may: print his/her first name, last name, email address, telephone number, complete mailing address (including postal code), JOURNIE Rewards card number and signature on a plain white piece of paper (no larger than 8.5 by 11 inches), scan it and email it to promotions@journie.ca with "Double my entries-CIBC" in the subject line. The entrant also needs to express his or her wish to participate in Doubling Your Entries by indicating it in the body of the email. Upon receipt and verification of a contestant's complete mail-in Double Your Entries request in accordance with these Contest Rules, the contestant will receive double the number of entries in the Contest which he or she earned in the course of the applicable week for the next weekly draw during the Contest Period. The Released Parties (as defined in Section 19) take no responsibility for any lost, stolen, delayed, illegible, damaged, misdirected, postage due, or incomplete Double Your Entries request. There is a limit of one (1) Double Your Entries per contestant permitted (regardless of method of participation) per weekly draw during the Contest Period. Entrants who had a JOURNIE Rewards account linked to a CIBC account at the time of their participation under Subsections 3a) or 3b) may not double their entries pursuant to this Subsection 3c).
- **4. Limit of participation.** There is a limit of one (1) participation per JOURNIE Rewards member per day regardless of method of entry. Entries are only valid for the next applicable weekly draw during the Contest Period.

GRAND PRIZES

- 5. A total of thirty (30) prizes are available to be won, each consisting of \$1,000 worth of gift cards which will be awarded as four (4) fuel branded gift cards worth \$250 each (a "Grand Prize"). Five (5) Grand Prizes will be awarded each week in accordance to the detailed schedule outlined in Section 11. All amounts in these Rules are in Canadian dollars. Each winner will be able to select between Chevron, Pioneer and Ultramar fuel gift cards. The four (4) gift cards must be from the same fuel supplier. Prize cannot be split, four (4) gift cards per winner.
- 6. The following restrictions apply to the Grand Prizes: Fuel branded (Chevron, Pioneer and Ultramar) gift cards are valid in participating fuel branded (Chevron, Pioneer and Ultramar) service stations. Gift cards have no value prior to their activation by the Contest Organizer. The Contest Organizer is not responsible for any lost, stolen, or damaged cards. Cards are not redeemable for cash. No refunds will be available. Cards are subject to other terms and conditions imposed by fuel supplier.
- 7. Prizes must be accepted as such, without possibility of substitution.

- **8.** Odds of winning depend on the number of eligible entries received during the Contest Period.
- 9. One (1) winner per JOURNIE Rewards account per week. A contestant cannot win more than one (1) Grand Prize per week but can win more than one (1) Grand Prize during the Contest Period by participating in a subsequent weekly draw (or draws) during the Contest Period.

DRAW

- **10.** Below is the official schedule of the Contest highlighting the first and last day of each weekly draw as well as the time of the draw.
- 11. A random draw to award the Grand Prizes will be held in accordance to the below schedule at 6900 Maritz Dr, Mississauga, ON L5W 1L8. Five (5) eligible entries will be randomly selected each week from a server-generated list of all entries received each week of the Contest.

	Day 1	Day 7	Draw
Week 1	Wednesday, July 29, 2020,	Tuesday, August 4, 2020,	Thursday, August 6, 2020,
	00:00 am EDT	11:59 pm EDT	1:00 pm EDT
Week 2	Wednesday, August 5, 2020,	Tuesday, August 11, 2020,	Thursday, August 13, 2020,
	00:00 am EDT	11:59 pm EDT	1:00 pm EDT
Week 3	Wednesday, August 12, 2020,	Tuesday, August 18, 2020,	Thursday, August 20, 2020,
	00:00 am EDT	11:59 pm EDT	1:00 pm EDT
Week 4	Wednesday, August 19, 2020,	Tuesday, August 25, 2020,	Thursday, August 27, 2020,
	00:00 am EDT	11:59 pm EDT	1:00 pm EDT
Week 5	Wednesday, August 26, 2020,	Tuesday, September 1, 2020,	Thursday, September 3, 2020,
	00:00 am EDT	11:59 pm EDT	1:00 pm EDT
Week 6	Wednesday, September 2, 2020,	Tuesday, September 8, 2020,	Thursday, September 10, 2020,
	00:00 am EDT	11:59 pm EDT	1:00 pm EDT

HOW TO CLAIM A PRIZE

- **12.** Once selected for a Grand Prize, the entrant for which the entry was chosen randomly must, before being declared an official winner:
 - a) be available to be reached by email, with the email address they used to register for JOURNIE Rewards, within forty-eight (48) hours of the Draw Date. Any selected entrant who cannot be contacted after appropriate and reasonable measures taken by the Contest Organizer during that forty-eight (48) hour period will be declared ineligible to receive his/her Grand Prize and another draw will be held to award that Grand Prize. If an entrant plans to be unavailable during this period of forty-eight (48) hours following the Draw Date, he/she may inform the Contest Organizer in advance of the draw;
 - b) correctly answer the mathematical skill-testing question that will appear on the declaration and liability waiver form;
 - c) sign a declaration and liability waiver form described hereafter, stating that he/she has read, understood, and complied with the Contest Rules. This form will be sent by fax or email and must be returned to the Contest Organizer within five (5) days of its receipt.

d) on request and in a timely manner, provide a piece of photo ID for verification purposes.

Upon receiving this declaration and liability waiver form duly signed, the Contest Organizer will notify the thirty (30) winners of the manner in which they may obtain the Grand Prize. If a selected entrant(s) is (are) found to be in violation of one of the aforementioned conditions or any conditions stipulated in the present Contest Rules, he/she will be disqualified and a new draw for the Grand Prizes will be held until thirty (30) participants are selected and declared winners.

GENERAL RULES

- 13. Verification. The entry forms, emails submitted to enter the Contest without purchase, and the declaration and liability waiver forms are subject to verification by the Contest Organizer. Any entry form, letter submitted to enter the Contest without purchase, or declaration and liability waiver form that is, where applicable, incomplete, illegible, reproduced mechanically or by hand, damaged, fraudulent, obtained from an unauthorized source, submitted or sent late, featuring an invalid email address or telephone number, not having the correct answer to the mathematical skill-testing question, or otherwise non-compliant, will be rejected and will not be eligible to enter the draw or win a Grand Prize.
- **14. Responsibility.** The Contest Organizer is not responsible for documents that have been misdirected or sent in late by entrants or received late by the Contest Organizer.
- **15. Disqualification**. The Contest Organizer reserves the right to disqualify a person or cancel one or more entries of a person if he/she enters this Contest or tries to do so by any means contrary to these Contest Rules or which would be unfair to the other entrants (e.g., use of entry forms obtained by fraudulent means, entries received after the Contest deadline). Such entrants may be reported to the appropriate legal authorities.
- **16.** Running of the Contest. Any attempt to sabotage the legitimate running of the Contest constitutes a violation of civil and criminal laws. Faced with any such attempts, the Contest Organizer reserves the right to reject the entrant's Contest entries and to seek reparations pursuant to the law.
- **17. Acceptance of the prize.** The prizes must be accepted as described in these Contest Rules, and cannot be transferred to another person, in whole or in part, or substituted for another prize.
- **18. Award of the prize.** In the event that the Contest Organizer is unable to award the prizes as described in these Contest Rules, for reasons unrelated to the winner, they reserve the right to award similar prizes of equal value or, at their sole discretion, the value of the prizes indicated in these Contest Rules in cash.
- 19. Limitation of liability: use of the prize. The winners release the Contest Organizer, their affiliates, CIBC, participating Chevron, Pioneer and Ultramar stations, their advertising and promotional agencies, their employees, agents and representatives (hereinafter the "Released Parties") from any and all liability for any damages they may suffer as a result of their participation in the Contest, whether or not in compliance with these Contest Rules, as well as those resulting from the acceptance, use or misuse of his/her prize. Prior to obtaining their prize, the winners agree to sign a declaration and liability waiver form in this regard.

- 20. Limitation of liability: running of the Contest. The Released Parties are not liable for faulty computer components, software or communication lines relating to the loss or absence of network communication, or relating to any transmission that is faulty, incomplete, incomprehensible, or deleted by any computer or network, and that could limit the possibility or prevent any person from entering the Contest. Furthermore, the Released Parties are not liable for any damage or loss that may be caused, directly or indirectly, in whole or in part, by the downloading of any Internet page or of any software or other program, and by the transmission of any information related to participating in the Contest.
- 21. Modification of the Contest. The Contest Organizer reserves the right, at its sole discretion, to cancel, terminate, modify, or suspend this Contest, in whole or in part, in the case of an event or any human intervention that could corrupt or affect the administration, safety, impartiality, or the running of the Contest as foreseen in these Contest Rules, subject to the approval of the *Régie des alcools, des courses et des jeux du Québec ("Régie")*, if required. In any case, the Contest Organizer and the Released Parties cannot be held liable for cancelling, terminating, modifying or suspending this Contest, in whole or in part, in compliance with these Contest Rules.
- **22. End of participation in the Contest.** In the event that participation in the Contest must be ended, in whole or in part, for any reason whatsoever, before the scheduled Contest deadline set out in these Contest Rules, the draw could take place, at the Contest Organizer's discretion and subject to the approval of the Régie, from among the entries duly received as at the date of the event that put an end to participation in the Contest.
- **23. Authorization.** By participating in this Contest, the winners authorize the Contest Organizer and their representatives to use, if required, their name, photograph, image, voice, place of residence and/or declaration regarding the prize for advertising purposes, without any compensation whatsoever. A statement to this effect will be included in the declaration and liability waiver form.
- **24. Limitation of liability: participation in the Contest.** Any person who participates or tries to participate in this Contest releases the Released Parties from any and all liability for damages that he/she may incur as a result of participating or trying to participate in this Contest.
- **25. Prize limit.** In all cases, the Contest Organizer shall not be required to award more prizes or to award a prize other than the one described in these Contest Rules.
- **26. Communication with entrants.** No communication or correspondence will be exchanged with the entrants during this Contest, other than that stipulated in these Contest Rules, or if initiated by the Contest Organizer. Complete list of winners will be available at Journie.ca/fuelyoursummer.
- **27. Personal information.** Entrants' personal information collected for the purposes of the Contest will be used only to administer the Contest and no commercial or other communications unrelated to the Contest will be sent to entrants, unless they have otherwise consented to such communications. For more information about the Contest organizer's privacy practices, visit journie.ca/privacy.
- **28. Exclusive property.** The entry forms, emails submitted to enter the Contest without purchase, and the declaration and liability waiver forms are the property of the Contest Organizer and shall not be returned to the entrants.

- **29. Identification of entrant.** For the purposes of these Contest Rules, the entrant is the person whose name is registered to the JOURNIE Rewards account and the person to whom the prize will be awarded if he/she is selected as and declared the winner.
- **30. Decision of the Contest Organizer.** All decisions of the Contest Organizer or those of their representatives regarding this Contest are final and binding, subject to any decision by the *Régie des alcools, des courses et des jeux du Québec* in relation to matters under its jurisdiction.
- **31. Litigation.** For Quebec residents, any litigation respecting the conduct or organization of a publicity contest may be submitted to the *Régie des alcools, des courses et des jeux du Québec* for a ruling. Any litigation respecting the awarding of a prize may be submitted to the *Régie des alcools, des courses et des jeux du Québec* solely for the purpose of helping the parties reach a settlement.
- **32. Divisibility of sections.** If a section of these Contest Rules is declared or deemed illegal, unenforceable or invalid by a competent court, that section shall be considered invalid, but all unaffected sections will be applied within the limits of the law.
- **33.** Language. For Quebec participants, in case of a discrepancy between the French version and the English version of these Contest Rules, in the event that a French version is available, the French version shall take precedence.

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