

## CONTEST RULES

Contest: *Win \$5,000 at your Sima dealer!*

For the purposes of the contest, the “Group” is composed of the sponsor, together with its affiliates, including its parent, sister and subsidiary companies, dealers, franchisees, advertising and promotion agencies, suppliers of material and services related to the contest, individuals or any other corporation directly involved in the contest and their employees, agents and representatives (“Group Members”).

1. The contest will begin April 1, 2020, and will end September 30, 2020, at noon (12 p.m.).
2. The contest is announced through the following media: the Sima Group Inc. website, dealer Facebook pages, Web banners and at POS.
3. To enter the contest, participants must complete an online form at [concours.simacanada.ca](http://concours.simacanada.ca).
4. Participants can attach a photo taken with the Sima blow-up swan they received upon purchase of a pool or spa for 10x more chances of winning. The photo will be validated after the draw. If the photo does not meet the conditions of these Contest Rules, the selected participant will be disqualified. In such case, the sponsor will draw another participant as an eventual prize winner.
5. GRAND PRIZE: A \$5,000 non-transferable Sima gift card that can be used for the purchase of products or a pool or spa after April 1, 2020, only at participating Sima dealers.
6. The draw will take place October 1, 2020, at 1 p.m. The winner will be contacted by phone or email and will then be announced on the Sima Group Inc. Facebook page, dealer Facebook pages and the Sima Canada.ca website.
7. The contest is open to any person who has reached the age of majority in his or her home province or territory, except employees, agents and representatives of Sima Group Inc., of its advertising and promotion agencies and of contest suppliers as well as all stakeholders directly connected to the contest and the individuals with whom they are domiciled.
8. Entry limit: One entry per email address, per person, for the full duration of the contest.

9. Should the identity of a participant be disputed, the authorized account holder of the email address submitted at the time of entry will be deemed to be the participant. The individual assigned to the email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses to the domain associated with the submitted email address will be considered the authorized account holder.
10. The odds of winning depend on the number of entries received during the contest period.
11. The winner must respond to the phone call or email from the contest sponsor or its representatives within seven (7) business days.
12. The winner will accept the prize as described herein. The prize cannot be substituted or exchanged, in whole or in part, for cash.
13. Entry eligibility is subject to verification by the sponsor. Sima Group Inc. assumes no responsibility for lost or damaged entries, whatever the reason.
14. Any illegible, incomplete or fraudulent entries will be disqualified. Any participant or other person attempting to enter this contest through means that do not comply with these rules or that otherwise disrupt the operation of this contest or that are unfair to other participants or future participants will be disqualified. All decisions made by the contest judges, who may be employees or independent organizations, including without limitation the eligibility or disqualification of participants or entries, are final and binding without right of appeal. Entries become the property of the sponsor and will not be returned.
15. Disqualification: Any winner who fails to meet the terms and conditions stated herein will be disqualified and will not be eligible to receive any prize. In such instances, the sponsor reserves the right, at its sole discretion, to draw another participant as an eventual prize winner.
16. The winner accepts to sign the Declaration of Eligibility and Liability Release prior to receiving his or her prize, discharging the contest organizer and sponsors of all responsibilities for any damage that may result from the use of the prize. The winner must sign the Release upon receiving his or her prize from Sima Group Inc.
17. The winner agrees to comply with contest eligibility criteria and these rules. By entering this contest, the participant acknowledges that he or she has read and understands these rules.

18. Upon receiving the Declaration of Eligibility and Liability Release signed by the selected participant, the sponsor or its representatives will contact the winner to inform him or her of the terms.
19. By taking part in this contest, the winner authorizes contest organizers to use his or her name, picture, voice and/or image for publicity purposes, without further compensation.
20. This contest is subject to all applicable federal and provincial laws and regulations.
21. Any litigation involving the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation regarding the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.
22. To be declared a winner, a participant must, in addition to meeting the contest eligibility criteria and otherwise complying with the contest rules, answer a mathematical skill-testing question.
23. Group Members shall not bear any liability or responsibility whatsoever for any situation in which their inability to act is the result of an event or circumstance that is beyond their control, or a strike, lockout or any other labour dispute in their facilities or the facilities of the organizations or firms whose services are used to hold this contest. They reserve the right, at their sole discretion, to modify, cancel, end or suspend the contest in whole or in part, for any cause or circumstance, including should an event beyond their control corrupt or affect the administration, security, impartiality or normal course of the contest, such as a virus, a computer bug or unauthorized human action, subject to the approval of the Régie des alcools, des courses et des jeux in Quebec.
24. By entering or attempting to enter this contest, each participant or purported participant accepts to forever release, discharge and hold harmless the Group Members, along with their directors, officers, employees, shareholders, agents or other representatives (collectively, the "Indemnified Parties"), for all claims, actions, damages, demands, actions, causes of actions, suits, debts, duties, accounts, deposits, agreements, guarantees, indemnities, contracts or responsibilities of any kind resulting from or related to the participation or attempted participation in this contest, compliance or non-compliance with these rules or acceptance to use the prize. The Indemnified Parties will not be held liable for lost, incomplete, late or misdirected entries, or any website malfunctions, technical malfunctions or other issues affecting telephone lines or

networks, online computer systems, servers, service providers, hardware or software, or any other technical problems or web-based congestion, or any combination thereof, during the contest period, and will not be held liable for any injury or damage to any person or property, or related to the participation or the attempted participation of such person or any other person in this contest. Any deliberate attempt to damage any website or undermine the legitimate operation of the contest is a violation of criminal and civil law. Should any such attempt take place, the sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law.

25. Personal information. The personal information collected about entrants within this contest is used exclusively by contest organizers. No communications, commercial or otherwise, related to the contest will be sent to the participants, unless the participants have otherwise authorized such communications.