

# Old Dutch Social Media Engagement Contest

## OFFICIAL RULES AND REGULATIONS

### Open to residents of Canada

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**NO PURCHASE NECESSARY.** The Old Dutch Social Media Engagement Contest (the “**Contest**”) is sponsored by Old Dutch Foods, Ltd. (the “**Sponsor**”). Rogers Blue Jays Baseball Partnership (“**RBJBP**”) is not a legally liable sponsor or in any other way connected to this contest. The Contest begins at 12:00:00 AM (ET) on July 24, 2015 and ends at 11:59:59 PM (ET) on August 13, 2015 (the “**Contest Period**”). All times are Eastern Times.

1. **ELIGIBILITY:** To enter and be eligible to win, a person must be a legal resident of Canada who has reached the age of majority at time of entry in the province/territory in which he/she resides. Specifically excluded from entering the Contest are: (i) employees, representatives or agents of the Sponsor, the independent contest organization, or their affiliated and related companies and, if applicable, their respective advertising or promotion agencies engaged by the Sponsor to conduct the Contest (the “**Independent Contest Organization**”), and; (ii) members of the immediate families of, or persons domiciled with, any of the above. In these Official Rules & Regulations (the “**Official Rules**”), “immediate family” means mother, father, brothers, sisters, sons, daughters and/or legal or common-law spouse.
2. **HOW TO ENTER THE CONTEST:** To enter the Contest during a Weekly Contest Period, post a tweet (the “**Tweet**”) about a baseball experience that includes @OldDutch and the hashtag #OldDutchBaseball (the “**Hashtag**”). Your Tweet must include “@OldDutch” (a “**Mention**”) so that your Tweet appears in the Sponsor’s notifications during the Contest Period. Tweets must comply with the Twitter.com terms of use and the Tweeting Format and Content requirements (detailed in rule 4) to be eligible. No other entry method will be accepted. By posting a Tweet, you will automatically receive, subject to compliance with these Official Rules, one (1) entry (a “**Entry**”) into the Contest for the Weekly Period in which you which you posted the Tweet. **Please note: Entries will not be rolled over into subsequent Weekly Contest Periods.**

To enter the Contest from your Twitter account, you must follow the Sponsor’s official Twitter account (@OldDutch). If you do not have a Twitter account, you will need to create one. Visit [www.twitter.com](http://www.twitter.com) and follow the instructions to register for a free account. To become a Follower of the Sponsor, you must access your twitter account and search people for “Old Dutch” and click the “Follow” button corresponding to @OldDutch. Entrants are subject to Twitter's Terms of Service and Rules; these can be found at <https://twitter.com/tos>. Sponsor is not responsible in any way for any decisions Twitter makes regarding the entrant's account with Twitter. If you use Twitter via a wireless mobile device, standard text messaging and/or data rates may apply for each message sent or received from your device. Other charges may also be applied by your wireless carrier. Participation by wireless mobile device is not a condition of entry.

Limit of one (1) Entry per Twitter account per person per day. Anyone found to use multiple accounts to enter the Contest will be ineligible to participate in the Contest. Use of any automated, script, macro, robotic or other program(s) to enter or otherwise participate in this Contest is prohibited and will automatically result in disqualification from the Contest. In the event an entrant tweets inappropriate content, in the sole discretion of the Sponsor, he or she will be disqualified from the Contest. Anyone found “spamming” by posting multiple unrelated updates, comments or pictures or by sending large numbers of duplicate @OldDutch replies unrelated to the Contest will be disqualified from the Contest. All Entries attributed to any person who has been disqualified or deemed ineligible shall be deemed void. Proof of posting a Tweet is not proof of receipt by Sponsor. All Entries and Tweets become the exclusive property of Sponsor and will not be acknowledged or returned. By entering the Contest, each entrant waives all moral rights in and to his/her Tweet. Entries must be received on or before each Weekly Contest Period End Date (see rule 3) in order to be entered in the draw for that Weekly Contest Period.

3. **WEEKLY CONTEST PERIODS:** The Contest Period will be divided into three (3) weekly contest periods (each a “**Weekly Contest Period**”) which will be as follows:

Contest Period	Start and End Date	Draw Date
Weekly Contest Period 1	Begins at 12:00:00 a.m. ET on July 24, 2015 and ends at 11:59:59 p.m. ET on July 30, 2015.	August 3, 2015
Weekly Contest Period 2	Begins at 12:00:00 a.m. ET on July 31, 2015 and ends at 11:59:59 p.m. ET on August 6, 2015.	August 10, 2015
Weekly Contest Period 3	Begins at 12:00:00 a.m. ET on August 7, 2015 and ends at 11:59:59 p.m. ET on August 13, 2015.	August 17, 2015

4. **TWEETING FORMAT AND CONTENT**

i. Each submitted Tweet:

- a. must not, in the sole and unfettered discretion of the Sponsor, contain any nude, sexually explicit, disparaging, discriminatory, libelous or other inappropriate content; including, but not limited to, crude, vulgar or offensive language and/or symbols; derogatory characterizations of any ethnic, racial, sexual, religious or other groups; content that endorses, condones and/or discusses any illegal, inappropriate or risky behaviour or conduct (including but not limited to the use of alcohol or drugs); personal information of individuals, including, without limitation, names, telephone numbers and addresses (physical or electronic);
- b. must be intended for family audience viewing and contain only content that, in the sole and unfettered discretion of the Sponsor, is suitable for all persons, including persons under the age of 13;
- c. must be tweeted only once;
- d. must not have been used for another contest;
- e. must not contain any copyrighted works (other than as owned by the entrant).
- f. must not contain any third party trademarks or logos; and
- g. must not violate any law.

If you are using a picture and it depicts a person other than yourself, you must first obtain the permission of that person to use their image. The onus for obtaining such consent rests entirely with the entrant. The Sponsor assumes no responsibility for obtaining such consent or for use of posted pictures.

5. **PRIZES:** There are fifteen (15) weekly prizes (individually referred to as a “**Weekly Prize**” and collectively as “**Weekly Prizes**”) available to be won during the Contest. Five (5) Weekly Prizes will be awarded during each Weekly Contest Period. Each Weekly Prize consists of a special edition case including six (6) 220 gram bags of Old Dutch chips in an assortment of flavours. The approximate retail value of each Weekly Prize \$75.00. Limit of one (1) Weekly Prize per person per Daily Contest Period.

Weekly Prizes must be accepted as awarded, without substitution and are not transferable and have no cash surrender value. Notwithstanding the foregoing, the Sponsor reserves the right, in the event that a Prize or any component of a Prize cannot be awarded as described for any reason, to substitute another prize or component of a prize of equal or greater value, without liability.

6. **WEEKLY PRIZE DRAWS:** Five (5) random draws (each a “**Weekly Prize Draw**”) will take place on each of the draw dates outlined in Rule 3 in Oakville, ON commencing at 10:00 am ET from among all eligible Entries received during the applicable Weekly Contest Period. Odds of being selected as a potential Weekly Prize winner will depend on the number of eligible Entries received during the applicable Weekly Contest Period.
7. The Sponsor will attempt to contact a selected entrant by private message on Twitter within 24 hours of being selected to confirm his/her identity and obtain his/her contact information so that a declaration and release form (the “**Release Form**”) can be issued and a skill testing question may be administered in order to confirm he/she is a Weekly Prize Winner. To be declared a winner of a Weekly Prize (each a “**Weekly Prize Winner**”), a selected entrant must (a) correctly answer without assistance of any kind, whether mechanical or otherwise; a mathematical skill testing question posed by mail or telephone or email, and (b) sign a Release Form, which, among other things: (i) confirms compliance with these Official Rules, certifying eligibility, (ii) confirms acceptance of the Weekly Prize as awarded, without substitution, (iii) releases the Sponsor, RBJBP, their respective parent companies, affiliated companies, subsidiaries, divisions, advertising and promotion agencies, the Independent Contest Organization, and all of their respective agents, employees, directors, officers, shareholders, successors and assigns (collectively, the “**Releasees**”) from any liability in connection with the Contest and the Weekly Prize, and (iv) agrees to the use of his/her name, address (city and province/territory) and/or photograph without further remuneration, in connection with any publicity carried out by or on behalf of the Sponsor with respect to the Contest. If a selected entrant (a) cannot be reached by reasonable efforts within three (3) business days of being selected; (b) fails to correctly answer the mathematical skill testing question; (c) fails to return the properly executed Release Form; or (d) otherwise is not in compliance with these Official Rules; then he/she will be disqualified and another entrant will be randomly selected from among all remaining eligible Entries for that Weekly Contest Period until each of the foregoing requirements are satisfied by a selected entrant or there are no

more eligible Entries, whichever is earlier. The Sponsor will not be responsible for failed attempts to contact a selected entrant. The Release Form will be emailed or couriered to each selected entrant and must be returned within the time period specified. Each Weekly Prize will be delivered via courier by the Sponsor to the confirmed winner at the address provided on the Release Form within thirty (30) days of receipt by the Sponsor of his/her completed Release Form.

8. **GENERAL:** By entering the Contest, entrants agree to abide by the Official Rules and the decisions of the Sponsor and/or the Independent Contest Organization with respect to all aspects of the Contest, which are final. All Entries become the permanent property of the Sponsor and none will be returned. No correspondence will be entered into except with the selected entrants. The Contest is subject to all applicable federal, provincial, territorial, and municipal laws.
9. To the extent permitted by law, the Releasees accept no responsibility for loss, damage or claims caused by or resulting from the Contest or a Weekly Prize and by entering the Contest each entrant irrevocably releases each of the Releasees from any responsibility. By entering and accepting a Weekly Prize, each Weekly Prize Winner consents to the use of his/her name, address (city and province) and/or photograph without further remuneration, in connection with any publicity carried out by or on behalf of the Sponsor with respect to this Contest.
10. The Releasees will not be responsible for late, lost, illegible, incomplete, falsified or destroyed Tweets and/or Entries and all such Tweets and/or Entries are void. Tweets and/or Entries that have been falsified, tampered with or altered are void. The Releasees will not be liable for any failure of the Twitter website, do not assume any responsibility for incorrect or inaccurate capture of entry information, technical malfunctions, human or technical error, printing errors, lost, delayed or garbled data or transmissions, omission, interruption, deletion, defect or failures of any telephone or computer lines or networks, computer equipment, software or any combination thereof. In the event of a dispute, Tweets will be deemed to have been submitted by the authorized account holder of the Twitter account submitted at the time of the Tweet. "Authorized account holder" is defined as the person who is assigned a Twitter account by Twitter. A selected entrant may be required to provide proof that he/she is the authorized account holder of the Twitter account associated with the selected Entry. The sole determinant of the time for the purposes of a valid online entry in this Contest will be the Contest server machine(s). In the event it is determined that an entrant has entered in a fashion not sanctioned by these Official Rules and/or has submitted more than the number of entries permitted by these Official Rules, the entrant will be disqualified and all of the entries submitted by the entrant will be disqualified. Further, the Releasees will not be liable for any injury or damage to an entrant's or any other person's computer related to or resulting from participating or downloading any material in the Contest.
11. The Sponsor reserves the right, with the consent of the Régie des alcools, des courses et des jeux (the "**Régie**") in the Province of Québec, to terminate or amend the Contest at any time and in any way, without prior notice. Without limiting the foregoing, if, for any reason, such as tampering, the Contest does not run as originally

planned, the Sponsor reserves the right, with the consent of the Régie, to cancel the Contest and conduct a random draw from all eligible entries received during the relevant Weekly Contest Period prior to cancellation.

12. In the event of any discrepancy or inconsistency between the terms and conditions of the Official Rules and disclosures or other statements contained in any Contest-related materials, including but not limited to the point of sale, television, print or online advertising, the terms and conditions of the Contest Rules shall prevail, govern and control. In the event of any discrepancy or inconsistency between the English language version and the French language version of the Contest Rules, the English version shall prevail, govern and control.
13. **FOR QUEBEC RESIDENTS ONLY:** Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.
14. The Sponsor respects your right to privacy. Personal information collected from entrants will only be used by Old Dutch to administer the Contest and, only if consent is given at the time of entry, to provide the entrants with information regarding upcoming promotions and/or events from the Sponsor. For more information regarding the manner of collection, use and disclosure of personal information by the Sponsor, please refer to the Sponsor's privacy policy, which is available at <http://www.olddutchfoods.ca/privacy-policy>.
15. All intellectual property, including but not limited to trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned by or licensed by the Sponsor and/or its affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited. Old Dutch name, logos and marks are owned by Old Dutch Foods, Ltd.
16. The Contest is in no way sponsored, endorsed, or administered by, or in association with, Twitter. Any questions or comments regarding the Contest should be directed to the Sponsor, not Twitter.