

OLD DUTCH FOODS LTD.
CANADA DAY SOCIAL MEDIA CONTEST - TERMS AND CONDITIONS

1. GENERAL / APPLICATION

The following are the Terms and Conditions (the "Terms") of the Canada Day Social Media Contest Program (the "Contest Program") presented by Old Dutch Foods Ltd., its representatives and promotional team with respect to the Contest Program from time to time (collectively, "Old Dutch"). These Terms apply only to contests on the Old Dutch Facebook page at [www.facebook.com/olddutch] (the "Old Dutch Facebook Page") and on the Old Dutch Instagram page with username [@old_dutch_canada] at [www.instagram.com/old_dutch_canada] (the "Old Dutch Instagram Page", and together with the Old Dutch Facebook Page, the "Old Dutch Social Media"). The Contest Program is not sponsored, endorsed or administered by, or associated with, Facebook, Instagram, or any other platform on which the Contest Program or individual Old Dutch contests may be advertised or promoted.

Certain details for each specific contest which is run through Old Dutch Social Media (each, an "Old Dutch Contest"), such as any additional terms and conditions, the closing date for the Old Dutch Contest, additional eligibility requirements, available Prizes and odds of winning will be specified within one or more posts on the Old Dutch Facebook Page and/or Old Dutch Instagram Page (the "Contest Requirements"). The Contest Program includes all Old Dutch Contests run through the Old Dutch Social Media from time to time, unless the Contest Requirements indicate that different terms and conditions apply. The Contest Requirements are incorporated into these Terms and are to be interpreted together.

In the event of any inconsistency between the Terms and the conditions and explanations appearing on any other documents, including the Contest Requirements, these Terms shall take precedence.

Subject to the applicable federal, provincial and municipal laws, these Terms govern all aspects of the Contest Program including the Contest Requirements, and are binding upon all participants in any Old Dutch Contest (the "Participants"). Each Participant acknowledges that winning a prize from an Old Dutch Contest (the Prizing includes:

1 case of 255g Old Dutch Ketchup chips (15 cases per unit) per month for 1 year. Unit price: \$3.99. Case price: \$37.20") is contingent upon fulfilling all requirements set forth herein and the Contest Requirements.

Old Dutch reserves the right to make changes to the Contest Program and these Terms at any time, in its sole and absolute discretion, for any reason whatsoever.

2.

CONTEST ENTRY, PARTICIPATION AND RELEASE OF LIABILITY

There is no purchase necessary to participate in the Contest Program.

Participants are required to comment on the valid Old Dutch Social Media post as per the Contest Requirements outlined on the Post. Contest closes July 1 2019, 11:59 PM

Any attempt to earn extra entries by using multiple/different email addresses, identities, registrations or logins, or any other methods will void all of that Participant's entries and that Participant may be disqualified from the Contest Program. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents will void all entries by that Participant.

By participating in the Contest Program, each Participant warrants that he/she, or in the case of an eligible minor as described in the "Eligibility" section below, the Participant's parent or legal guardian, fully and unconditionally: (i) agrees to these Terms; (ii) accepts the decisions of Old Dutch, including their interpretation of these Terms if applicable, which are final and binding in all matters related to the Contest Program, and agrees to be bound by same; and (iii) releases, without limitation Old Dutch Foods Ltd. and its representatives and promotional team for the applicable Old Dutch Contest(s), their respective affiliated and related companies, advertising agencies, any third party Prize suppliers, any independent contest judging organization, Facebook, Instagram, and each of their respective shareholders, directors, officers, employees, agents, dealers, representatives, successors and assigns from any liability in connection with the Contest Program and the Participant's participation in any Old Dutch Contest.

3.

PROGRAM / CONTEST ELIGIBILITY

This Contest Program and the Old Dutch Contests are open only to legal residents of Canada, who are 18 years of age or older and fulfill the registration requirements. A selected Participant may be required to prove his/her age at the time of redeeming his/her Prize. Winning Participants under the age of majority in their province/territory of residence must have a parent or legal guardian enter and accept the Prize on their behalf.

An individual Old Dutch Contest may be valid in any region or combination of regions, as specified in the Contest Requirements for such Old Dutch Contest (the "Eligible Area"). Participants from outside an Eligible Area are allowed to comment on, like or otherwise engage with a post respecting an Old Dutch Contest; however, only entries by Participants who are legal residents of the Eligible Area for such Old Dutch Contest will be eligible to win a Prize.

The following shall not be eligible for participation in any Old Dutch Contests: employees and officers of Old Dutch Foods Ltd., the representatives and promotional team for the applicable Old Dutch Contest, and immediate family members of non-eligible individuals.

4.

PRIZES

Prizes for an Old Dutch Contest are as presented in the Contest Requirements of the applicable Old Dutch Contest, and will be awarded with respect to such Old Dutch Contest only, and only in accordance with these Terms.

All Prizes must be accepted as awarded, without substitution or reimbursement for any difference between the stated estimated value and actual value of the Prize. Prizes will be awarded while supplies last. Old Dutch, in its sole and absolute discretion, reserves the right to (i) substitute all or any portion of the Prizes with another Prize or portion thereof of equal or greater value; (ii) limit the number of Prizes awarded to the same person, Facebook or Instagram user, or physical address; and (iii) modify any other awards, discounts, associated quantities and award schedules at any time during the Contest Program. A Prize offering cannot be combined with any other offer.

5.

SELECTION OF WINNERS

Unless otherwise stipulated, selection of eligible winner(s) for each Old Dutch Contest will be made by random draw by Old Dutch on July 2, 2019. A selected Participant will be required to answer a mathematical skill-testing question and meet other requirements (set out in Section 6) before being awarded a Prize.

Old Dutch reserves the right to limit Prizes awarded to the same individual or the same household during any 90 day period.

Old Dutch will attempt to contact selected Participant(s) by any reasonable means available, including by Facebook or Instagram post, message, or comment. Once contacted, selected Participants must respond and confirm contact by reply email, or reply message on Facebook or Instagram, depending on which platform they were originally contacted by Old Dutch, with forty-eight (48) hours. If the selected Participant cannot be contacted or does not confirm contact as described, then the selected Participant may be disqualified and an alternate Participant will be determined from the remaining eligible Participants, in accordance with these Terms. Old Dutch has no obligation to award a Prize to a Participant who does not respond in accordance with the requirements set out in this paragraph. The number of contact attempts and the time given for responding may vary, with or without notice, during the Contest Program, and will remain the sole and absolute discretion of Old Dutch.

If a dispute arises regarding the identity of any Participant, the applicable entry will be deemed to have been submitted by the authorized account holder of the account provided at the time of entry. A Participant may be required to provide proof that he or she is the authorized account holder, and a determination will be made by Old Dutch in its sole and absolute discretion. If the name of the authorized account holder does not accord with the full name provided at the time of entry, the Participant's entry may be disqualified in the sole and absolute discretion of Old Dutch.

Although Old Dutch may provide an estimate of the odds of winning an Old Dutch Contest in the Contest Requirements, the odds of winning the Old Dutch Contest may vary depending on the actual number of Participants for such Old Dutch Contest.

6.

PRIZE REDEMPTION

Prizing includes: 1 case of 255g Old Dutch Ketchup chips (15 cases per unit) per month for 1 year. Unit price: \$3.99. Case price: \$37.20

Before being declared a winner and being awarded a Prize, the selected Participant may be required to do any or all of the following: (i) correctly answer, without assistance of any kind, whether mechanical or otherwise, a mathematical skill-testing question; and (ii) supply proof of age, address and eligibility for the Old Dutch Contest, consisting of a legible photocopy of either a provincially issued driver's license or other government-issued identification. The selected Participant may also be required to sign and return within ten (10) business days a Declaration and Release Form (the "Release Form"), which (among other things): (i) confirms compliance with these Terms and acceptance of the applicable Prize, as awarded, without substitution; (ii) releases Old Dutch Foods Ltd., its affiliated and related companies, suppliers, advertising and promotional agencies, any independent contest judging organization and each of their respective shareholders, directors, officers, employees, agents, dealers, representatives, successors and assigns from any liability in connection with this Contest Program, the selected Participant's participation therein and/or the awarding and use/misuse of the Prize or any portion thereof; and (iii) agrees to the publication, reproduction and/or other use of his/her Personal Information (as defined in Section 7) without further notice or compensation, in any publicity or advertisement carried out by Old Dutch or its designated representatives in any manner whatsoever, including print, broadcast or the Internet.

Failure to: (i) accept the Prize within thirty (30) days following the end of the Old Dutch Contest; (ii) correctly answer the mathematical skill-testing question; (iii) provide any of the required documentation, including the Release Form, to Old Dutch's sole satisfaction; or (iv) fulfill all of the conditions or abide by the rules set out in these Terms, will cause the Prize to be forfeited, in which case Old Dutch reserves the right, in its absolute discretion and time permitting, to select an alternate potential winner from the pool of Participants for such Old Dutch Contest.

In most cases, Prizes will be delivered to winners at the address submitted within four (4) to eight (8) weeks of receiving all of the documentation required in the first paragraph of this Section 6. Old Dutch is not responsible for contacting or forwarding Prizes to winners who leave unclear, incorrect, outdated or incomplete information, or for Prizes lost, misdirected, delayed or destroyed while in transit from Old Dutch's premises.

7.

PRIVACY AND CONSENT TO PUBLICITY

By participating in the Contest Program, each Participant, or in the case of eligible minor Participants, their parent and/or legal guardian, consents to the collection and use of the Participant's name, Facebook and/or Instagram usernames, city of residence, contact information, photograph images and videos (collectively, the "Personal Information") and the disclosure of the Participant's Personal Information (excluding contact information other than city of residence) for publicity purposes in all media published by Old Dutch without payment or compensation or liability for use of same. Participants acknowledge and agree that Old Dutch may collect and use the Personal Information requested from Prize winners solely and exclusively for the purposes agreed upon herein, including for Prize redemption and delivery.

Any Participant may refuse or withdraw his/her consent to use of his/her Personal Information at any time prior to redeeming a Prize. Except as otherwise set out herein, Old Dutch will never, rent, sell or otherwise communicate or give out Personal Information respecting a Participant to any other person without the Participant's prior consent, which the Participant may refuse or withdraw at any time. PLEASE REFER TO THE OLD DUTCH PRIVACY POLICY (<http://www.olddutchfoods.ca/privacy-policy>) and OLD DUTCH WEBSITE TERMS OF USE.

Participants may be given the option to receive commercial emails and/or other communications from Old Dutch or other parties; however, eligibility to participate in any Old Dutch Contest is not dependent upon a Participant's consent to receive any such emails and communications, and consenting to receiving such emails and communications will not impact a Participant's chance of winning a Prize. Old Dutch will not send informational or marketing communications to Participants unless the Participant expressly consents to receiving such communications through an opt-in mechanism. Participants may, at any time, opt out of receiving such materials by following the unsubscribe instructions provided at the bottom of any such communication. Where a Participant elects to receive informational or marketing communications from a party other than Old Dutch Foods Ltd., the Participant acknowledges that his/her Personal Information will be shared with such other party for the purpose of facilitating the sending of such informational or marketing communications, and the Participant acknowledges that the use of such Personal Information by the other party will be subject to the other party's privacy policy and information handling practices.

8.

LIMITATION OF LIABILITY

Without limiting the generality of the foregoing, Old Dutch is not responsible or liable for: (i) unclear, incorrect, outdated, late or inaccurate entry of registration or entry information which may affect a Participant's ability to participate in the Contest Program; (ii) human errors, technical malfunctions, lost/delayed/corrupted data transmissions, omissions, interruptions, deletions, defects, line failures of any communications network, computer equipment, software or any combination thereof; (iii) any inability of a

Participant to access the Old Dutch Social Media or the Old Dutch Foods Ltd. website, or damage to a user's system occasioned by participating in the Contest Program; (iv) entries which fail to fully comply with these Terms; and (v) any behaviors of the Facebook or Instagram websites or mobile device applications, including but not limited to deficiencies, errors and unavailability, which impact a Participant's entry or ability to enter an Old Dutch Contest.

9.

SUSPENSION OR TERMINATION OF A CONTEST OR PROGRAM

The Contest Program will continue until such time that Old Dutch chooses to cancel the Contest Program, which may occur at any time, with or without notice. Old Dutch reserves the right, in its sole and absolute discretion, to cancel or suspend the Contest Program or any Old Dutch Contest, in the case of tampering, fraud, equipment failure, security breaches or for any reason whatsoever, including if for any reason the Old Dutch Contest is not capable of running as originally planned. Any attempt to deliberately damage or tamper with the Contest Program, interfere with the proper administration of the Contest Program or undermine the legitimate operation of the Contest Program is a violation of criminal and civil laws, and should such an attempt be made, Old Dutch reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal and/or civil prosecution.

If the Old Dutch Foods Ltd. website crashes or experiences technical difficulties Old Dutch will not be responsible or liable for same, or for any consequences thereof.

The Contest Program or any Old Dutch Contest will be void, in whole or part, where prohibited by law.

10.

OTHER INQUIRIES

For further Program details or inquiries, please contact an Old Dutch promotional representative at: 1-800-351-2447 or at (<http://www.olddutchfoods.ca/about/consumer-care>)