

The “CFIB® #SmallBusinessEveryDay Big Thank You Contest” (the “Contest”) Description:

- As part of its **#SmallBusinessEveryDay** campaign, the Canadian Federation for Independent Business (CFIB) wants to give consumers a way to thank independent Canadian businesses.
- Enter for a chance to win a cash prize of \$1,000 CAD and a Big Thank You gift box of small business products and/or gift cards valued at \$600 CAD for yourself, plus a cash prize of \$2,500 CAD and a Big Thank You gift box valued at \$1,100, which includes small business products and/or gift cards, and a 1-year CFIB membership to be sent (with their agreement) from CFIB to the business you nominate.
- **How to Enter:**
 1. Complete the Contest entry form at smallbusinesseveryday.ca, including your contact details and the contact details of the independent Canadian business* you are nominating.
 2. You may enter the Contest as many times as you like during the Contest Period, meaning you may nominate as many businesses as you want, but you can only nominate an individual business a maximum of once per Week*. Multiple nominations for an individual business by the same entrant in the same Week will be counted once only.
 3. There are four (4) total prize draws, one (1) per Week during the Contest Period.

*Definition included in the Official Contest Rules. See below for complete details.

OFFICIAL CONTEST RULES

THIS CONTEST IS OPEN TO LEGAL RESIDENTS OF CANADA ONLY AND IS GOVERNED BY CANADIAN LAW.

1. CONTEST PERIOD:

The Contest is open from 7:00 am ET on October 2, 2023 Eastern Time (“ET”) to 11:59 pm ET on October 30, 2023 (the “Contest Period”).

2. ELIGIBILITY:

The Contest is open to all legal residents of Canada who: a) have reached the age of majority in their province or territory of residence at the time of entry; and, b) are not employees, contractors, officers, directors, shareholders, representatives or agents of the Canadian Federation of Independent Business (“CFIB”), its parent companies, subsidiaries, affiliates, prize suppliers, advertising/promotion agencies, and any entity involved in the development, production, implementation, administration, judging or fulfillment of the Contest (collectively, the “Contest Parties”) nor anyone who is domiciled with (whether related or not) or an immediate family member of such employees, contractors, officers, directors, shareholders, representatives or agents.

3. HOW TO ENTER:

NO PURCHASE NECESSARY.

To obtain one (1) entry, follow the instructions to complete the Contest entry form at smallbusinesseveryday.ca (the “Website”) during the Contest Period. Entrants must provide their contact details and the contact details of the independent Canadian business they are nominating. Each entry will be included in the draw for the Week (as defined below) in which it was submitted, subject to compliance with these Rules. Entries will not be carried forward to subsequent Weeks.

An entrant may enter the Contest as many times as they like during the Contest Period, meaning they can nominate as many businesses as they want, but they can only nominate an individual business a maximum of once per Week. Multiple nominations for an individual business by the same entrant in the same Week will be counted once only.

For the purpose of the Contest, an ‘independent Canadian business’ is defined as a Canadian-based, independent business that: (i) is incorporated or unincorporated; (ii) has its head office or principal place of business located in any province or territory of Canada; (iii) is not publicly-traded; and, (iv) does not operate as a government body, crown corporation, non-profit organization or registered charity. CFIB shall have the sole discretion to determine whether a nominated business meets this definition.

All entries must meet the following submissions guidelines (the “**Submissions Guidelines**”):

- (i) Entry must not defame, misrepresent or contain disparaging remarks about CFIB, or other people, products or companies or communicate messages inconsistent with the positive images and/or goodwill associated with CFIB, as determined by CFIB in its sole discretion.
- (ii) Entry must be suitable for family audiences, as determined by CFIB in its sole discretion.
- (iii) Entry must not contain any content that is or contains: unlawful behaviour, profanity, explicit sexuality, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or is hatefully, racially, ethnically or otherwise offensive or objectionable, as determined by CFIB in its sole discretion.
- (iv) Entry must not infringe on the intellectual property rights, or defame or invade the publicity or privacy rights, of any third party, living or deceased, including the business you nominate.

By submitting an entry, you warrant and represent that: (i) the entry is your original work, created solely by you, and over which you have all necessary rights, title and interest, including copyright; (ii) the entry does not infringe upon the intellectual property rights, or defame or invade the publicity or privacy rights, of any third party, living or deceased, including without limitation, the business you nominate; and (iii) that the entry complies with the Submissions Guidelines. You agree to indemnify and hold harmless CFIB from any claims to the contrary.

By entering, you agree as follows: (i) you acknowledge that your entry may be published by CFIB, including without limitation on the Website, in press releases and/or on CFIB’s social media channels, in CFIB’s sole discretion but without obligation; (ii) **you have the right and authority to, and do hereby, grant to CFIB an irrevocable, non-exclusive, royalty-free worldwide license in perpetuity to reproduce, store, copy, broadcast, display, distribute, edit, alter, combine with other material, publish, post, commercialize and/or otherwise use without limitation all or any part of the entry in any manner or media, including without limitation on the Website, CFIB’s social media channels and/or other CFIB publications;** (iii) you waive any and all moral rights that you may have in and to the entry with respect to the uses contemplated herein; and, (iv) you agree to release and hold harmless CFIB from and against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement,

trade-mark infringement or any other intellectual property related cause of action that relates in any way to CFIB's use of the entry.

PRIZES:

There are four (4) prizes available to be won during the Contest Period; one (1) prize per Week.

Each prize consists of: (i) one (1) cash prize of \$1,000 CAD and a Big Thank You gift box valued at \$600 CAD, which includes small business products and/or gift cards, for the winner; and (ii) one (1) cash prize of \$2,500 CAD and a Big Thank You gift box valued at \$1,100, which includes small business products and/or gift cards, and a 1-year CFIB membership, for the business the winner nominated in their winning entry. Gift boxes contain a variety of food, apparel, personal care products and household items.

Businesses can only win a maximum of one (1) prize throughout the Contest.

Prizes must be accepted as awarded and may not be substituted, transferred or redeemed for cash or otherwise, except at CFIB's sole discretion. CFIB reserves the right, at its sole discretion, to substitute a prize of greater or equivalent monetary value if a prize cannot be awarded as described for any reason. Prizes will be delivered to one (1) address in Canada for each of verified winner and nominated business. CFIB will not replace any lost or stolen prizes. Any other costs or expenses associated with the prizes not specified herein will be the responsibility of selected winners.

Gift cards are subject to additional terms and conditions printed on the card and/or imposed by the gift card supplier.

CFIB is wholly responsible for the rules, administration, and execution of the Contest, including awarding and distribution of all prizeing. Product names, logos, brands, and other trademarks featured are the property of their respective trademark holders.

PRIZE DRAWS SCHEDULE

There will be four (4) weeks during the Contest Period, each starting at 12:01 am ET on Monday and ending at 11:59 pm ET the following Monday, except for the first week which shall start at 7:00 am ET (each a "Week" and collectively the "Weeks").

On the following dates at 3:01 pm ET at 4141 Yonge St, North York, ON M2P 2A6, a random draw will be conducted from among all eligible entries received during the previous Week, excluding the winning business(es) from the previous week(s), for the purpose of selecting one (1) potential winner (subject to satisfying the prize claim conditions below) (each a "Draw Date"). Odds of being selected depend on the number of eligible entries received during the applicable Week.

Tuesday, October 10, 2023

Tuesday, October 17, 2023

Tuesday, October 24, 2023

Tuesday, October 31, 2023

The number of prizes will decrease per Week as prizes are awarded on a weekly basis throughout the Contest Period.

4. PRIZE AWARDS:

If you are selected as eligible to win a prize, you will be contacted by email or phone within three (3) business days from the Draw Date identified above, using the contact details provided in the Contest entry. You will be sent a Declaration and Release Form by CFIB. In order to win a prize, a selected entrant must correctly answer, unaided, a time-limited mathematical skill-testing question, as provided on the Declaration and Release Form. In addition, a selected entrant must complete and sign a Declaration and Release Form, which (among other things): (i) confirms compliance with these Rules; (ii) acknowledges acceptance of the prize as awarded; (iii) releases the Contest Parties and each of their respective officers, directors, agents, representatives, successors and assigns (collectively, the "Releasees") from any and all liability in connection with the Contest, his/her participation therein and/or the awarding and use/misuse of the prize or any portion thereof; and (iv) agrees to the publication, reproduction and/or other use of his/her name, address, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of CFIB in any manner whatsoever, including print, broadcast or the Internet.

Failure by a selected entrant to: (i) respond to CFIB within twenty-four (24) hours from the time when CFIB initially contacts the entrant by phone or email; (ii) correctly answer the skill-testing question; (iii) properly complete the Declaration and Release Form and return it by email to CFIB within three (3) business days from the time it is marked as having been sent to the entrant by CFIB; (iv) accept the prize for any reason; or (v) comply with the Rules will result in disqualification, forfeiture of the prize and, at CFIB's sole discretion selection of an alternate eligible entrant who will be subject to disqualification in the same manner.

Nominated businesses associated with winning entries will be contacted in the same manner as described above, and may also be requested to complete a Liability and Publicity Release Form in favour of the Releasees.

5. GENERAL CONDITIONS:

All entries become the property of CFIB. The Releasees assume no responsibility for lost, delayed, incomplete, incompatible or misdirected entries. The Releasees will not be liable for: (i) any failure of the Website or any other website or application during the Contest; (ii) any technical malfunction or other problems relating to any telephone network or lines, computer online systems, servers, access providers, computer equipment or software; (iii) the failure of any entry to be received for any reason, including, but not limited to, technical problems or traffic congestion on the Internet or at any website; (iv) any injury related to or resulting from participating in the Contest or access to the Website; and/or (v) any combination of the above.

All entries are subject to verification at any time. CFIB reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to CFIB – including, without limitation, government issued photo identification) to participate in this Contest or to be considered an independent Canadian business. Failure to provide such proof to the satisfaction of CFIB in a timely manner may result in disqualification of individual entrant and/or nominated independent Canadian business, at CFIB's sole discretion.

By entering the Contest, each entrant consents to the collection, use and distribution of his/her personal information (information that identifies an entrant as an individual, such as telephone number or home

address) by CFIB or its agents only for the purpose of implementing, administering and fulfilling the Contest in accordance with its privacy policy at <https://www.cfib-fcei.ca/en/privacy-policy>, unless the entrant otherwise agrees. You may be offered the (optional) opportunity to receive additional communications from CFIB about its organization, campaigns, events and other news.

Any and all taxes on any prize awarded, including income taxes, and any incidental expenses associated with collection of the prize, are the sole responsibility of the winner.

By entering the Contest, the winner releases the Releasees from any and all actions, proceedings, suits, liability, losses, costs, expenses (including legal fees and disbursements), damages, demands and claims of any kind, including direct, indirect, incidental, consequential or punitive damages, arising out of, or in connection with, this Contest and the awarding of any prize, now or in the future.

If any provision of these Contest Rules is determined to be invalid or otherwise unenforceable, then the Contest Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

CFIB reserves the right, subject to the approval of the Régie des alcools, des courses et des jeux (the "Régie") with respect to legal residents of Quebec, to withdraw, amend or suspend the Contest (or to amend these Rules) in any way, in the event of an error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure or any other cause beyond the reasonable control of CFIB that interferes with the proper conduct of the Contest as contemplated by these Rules. Any attempt to deliberately damage the Website, or any other website or application, or to undermine the legitimate operation of the Contest in any way (as determined by CFIB in its sole and absolute discretion) is a violation of criminal and civil laws and should such an attempt be made, CFIB reserves the right to seek remedies and damages to the fullest extent permitted by law. **ANYONE DETERMINED TO BE IN VIOLATION OF THE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF CFIB AT ANY TIME.**

CFIB, subject to the approval of the Régie with respect to legal residents of Quebec, reserves the right to cancel, amend or suspend the Contest, or to amend these Rules, without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason. If due to printing, production, online, internet, computer or other error of any kind, more prizes are claimed than intended to be distributed or awarded according to these Rules, then, in addition to having the right to terminate the Contest immediately, CFIB reserves the right, in its sole and absolute discretion, to rescind invalid prize claims and/or conduct a random draw from amongst all eligible prize claimants to award the correct number of prizes. In no event will CFIB be liable for more than the stated number of prizes as set forth in these Rules. CFIB reserves the right, in its sole and absolute discretion, and for any reason, to substitute any prize with a prize of equal or greater approximate value, including, without limitation, but CFIB's sole and absolute discretion, a cash award. If any provision of these Rules is determined to be invalid or otherwise unenforceable, then the Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. CFIB reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate or necessary to comply with applicable law.

CFIB, subject to the consent of the Régie with respect to legal residents of Quebec, reserves the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes

stipulated in the Rules, to the extent necessary, for purposes of verifying compliance by any entry with the Rules, or as a result of technical problems, or in light of any other circumstances which, in the opinion of CFIB, and in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules.

For legal residents of Quebec: any litigation respecting the conduct or organisation 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 for the purpose of helping the parties reach a settlement.

The Contest is subject to all applicable federal, provincial and municipal laws.

6. INTELLECTUAL PROPERTY

The CFIB name and all related names, logos, product and service names, designs, images, and slogans used in connection with the promotion or administration of the Contest are trademarks of CFIB or its affiliates or licensors. All of such trademarks are protected by Canadian law. All other trademarks, service marks, company names or company logos, as used or referenced in the promotion or administration of the Contest, are the property of their respective owners.

7. LANGUAGE DISCREPANCY

In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any Contest-related materials, including, and/or point of sale, television, print or online advertising, the terms and conditions of the Rules shall prevail, govern and control. In case of any discrepancy between the French and English versions of the Rules, the English version shall prevail.