

"A fruitful addition to your landscaping" CONTEST

Contest rules

- 1.** The "A fruitful addition to your landscaping" contest is being held by Patience Fruit & Co, a division of Fruit d'Or Inc (the "**contest Organizer**" or "**Patience Fruit & Co**") and coordinated by Arbre-Évolution Cooperative. The contest opens on April 17 at 10 a.m. and closes on September 3, 2019, at 10 a.m. (Eastern Time) (the "**duration of the contest**").
- 2. Eligibility.** This contest is intended for any community, organization, school or camp located in one of the regional county municipalities (RCMs) named under point 7.2 below. The contact person must reside in the province of Quebec and have attained the age of majority in his or her place of residence at the time of entering the contest. All employees, representatives and mandataries of the contest Organizer, of any company, corporation, trust or other legal entity controlled by or attached to the organizer, their advertising and promotion agencies, suppliers of materials and services for this contest, as well as members of their immediate families (brothers, sisters, children, father, mother), their legal or common-law spouses and any person with whom such employees, representatives and mandataries reside are excluded from the contest.

HOW TO ENTER

No purchase is required.

3. Entry

- 3.1** To enter the contest, you must visit the [Patience Fruit & Co website](#) (the "**website**") and proceed as follows during the duration of the contest:
 - 3.1.1** Fill in all the required fields on the entry form on the website.
 - 3.1.2** Make sure you check the two required boxes to complete your entry; if you fail to do so, your entry will not be valid.
 - You must confirm that you have read and accepted all the conditions of the contest rules by checking the applicable box;
 - Validate that you are not a bot by checking the applicable box.
 - 3.1.3** Click on "Enter" to have your entry recorded. Your entry must be registered by June 17, 2019, at 11:59 p.m.

- 4. Limits.** Participants must respect the following limits, failing which they may be disqualified:

- 4.1** Limit of one (1) entry per project;

- 5. Prize.** One (1) grand prize is offered with a total value of \$6,500 CAN for an edible landscaping project (the "**Prize**"), which specifically covers (the total value of the prize will be distributed over the following points, depending on the chosen project):
- 5.1.** Consultation fees (technical plan for the winning landscaping project with graphic signature, logistics and activity planning);
 - 5.2.** Execution (soil preparation and labour, in collaboration with the community, plants and materials);
 - 5.3.** Training and follow-up costs following completion of the project (knowledge transfer seminar on appropriate maintenance, advisory service and post-planting follow-up).
- 6. Secondary prizes.** The three (3) finalists, i.e. the winning project and the two (2) runners-up, will each receive one (1) gift basket of Patience Fruit & Co products with a value of \$100 CAN.

7. Conditions relating to the Prize.

The following conditions apply:

- 7.1** The chosen project must provide the equipment needed to complete the project, such as machinery to work the soil (as needed), planting tools for volunteers, access to water and watering equipment, as well as mulch and woodchips (as needed). The chosen project must also provide labour (in the form of volunteers or employees) to help with the planting;
- 7.2** The project must be completed in one of the following RCMs: Argenteuil, La Rivière-du-Nord, Mirabel, Thérèse-De Blainville, Deux-Montagnes, Joliette, Montcalm, L'Assomption, Les Moulins, D'Autray, Maskinongé, Trois-Rivières, Shawinigan, Portneuf, La Jacques-Cartier, Quebec City, La Côte-de-Beaupré, L'Île-d'Orléans, L'Islet, Montmagny, Lévis, La Nouvelle-Beauce, Robert-Cliche, Beauce-Sartigan, Les Appalaches, Lotbinière, Kamouraska, Bécancour, L'Érable, Arthabaska, Nicolet-Yamaska, Drummond, Les Sources, Le Val-Saint-François, Sherbrooke, Memphrémagog, Acton, Brome-Missisquoi, La Haute-Yamaska, Les Maskoutains, Rouville, Le Haut-Richelieu, Les Jardins-de-Napierville, Beauharnois-Salaberry, Roussillon, agglomeration of Longueuil, Marguerite-D'Youville, Pierre-De Saurel, Vaudreuil-Soulanges, Montreal or Laval ;
- 7.3** All other costs or expenses other than those covered by the Prize shall be at the expense of the winner, notably, but without being limited to, tasks beyond the required hours, as the case may be;
- 7.4** No changes will be accepted once the project has been approved by the winner and the planting date has been set;

- 7.5** The landscaping of the forest lands composing the Prize must take place in the second or third week of September, failing which it shall be null and void;
- 7.6** If any portion of the Prize is not used, no compensation shall be granted;
- 7.7** The Prize is subject to all other applicable restrictions and conditions that may be communicated to the winner by the contest Organizer or the Arbre Évolution Cooperative.

8. Selection of winner.

- 8.1.** All entries registered during the contest period shall be evaluated by the Arbre-Évolution Cooperative. Six (6) of the candidates will be chosen based on evaluation grid #1.
- 8.2.** On June 27, 2019, at 1 p.m., a jury composed of members of the Arbre Évolution Cooperative and Fruit d'Or employees (the "**Jury**") will gather to choose three (3) projects based on evaluation grid #2, among the six (6) chosen at the start. Deliberations shall take place at the offices of the contest Organizer, located at 2141 rue Nobel, suite 102, Ste-Julie, Quebec, J3E 1Z9, Canada.
- 8.3.** The three (3) finalist projects will be visited by the team from the Arbre-Évolution Cooperative during the first week of August 2019. On September 3, 2019, at 1 p.m., the Jury will choose the winning project based on evaluation grid #3 (site evaluation).
- 8.4.** The winner will be announced on September 6, 2019, at 10 a.m.

9. Evaluation criteria

- 9.1.** Evaluation grid #1: Properly filled-in form, feasibility of project, level of community involvement, etc.
- 9.2.** Evaluation grid #2: Creativity, innovation, involvement, relevance, etc.
- 9.3.** Evaluation grid #3: Type of soil, sun, viability of project, etc.

10. Chances of winning. The chances of a project being selected depend on the number of entries registered during the contest period.

11. Awarding of the Prize. To be declared the winner, all selected participants must:

- 11.1.** Be contacted by email or by telephone within two (2) days following the selection and reply to the email or telephone call within two (2) days of receiving it. In the event of a selection notification email not being able to be delivered, the contest Organizer has full discretion to disqualify the selected participant;

- 11.2.** Fill in and sign the declaration and release form (the "**declaration form**") to the effect that the participant has respected all the conditions provided for in these rules and correctly answer the skill-testing mathematical question on the declaration form. The declaration form will be emailed to the participant by the contest Organizer and the selected participant is required to return it in the prescribed manner within five (5) working days of receiving it;
- 12.** Should the selected participant fail to respect any of the conditions mentioned in these rules or fail to accept his/her Prize, he/she will be disqualified. In that event, the contest Organizer may, at its sole discretion, cancel the Prize or make a new selection in compliance with these rules until a participant selected for the Prize is declared the winner.
- 13.** Within a delay of two (2) to four (4) days after receiving the declaration form, duly completed and signed, the contest Organizer will contact the winner with information on the steps required to complete the project and the schedule.

GENERAL CONDITIONS

- 14. Verification.** Entries and declaration forms are subject to verification by the contest Organizer. Any entry or declaration form that is incomplete, illegible, mutilated, fraudulent, registered or sent late, as the case may be, may be rejected and will not entitle the person to an entry or to the Prize, as the case may be.
- 15. Disqualification.** The contest Organizer reserves the right to disqualify any person or to cancel one or more entries by any person who participates or attempts to participate by any means contrary to these rules or likely to be unfair to other participants (e.g. entries after the time limit, violation of third-party rights). Any such person may be delivered to the competent legal authorities.
- 16. Operation of contest.** Any attempt to deliberately damage the contest web page and/or any related website or to sabotage the legitimate operation of the contest constitutes a violation of civil and criminal legislation. Should any such attempt be made, the contest Organizer reserves the right to reject the participant's entries and to obtain redress under the law.
- 17. Acceptance of Prize.** The Prize must be accepted as described in these rules and may not in any case be transferred, in whole or in part, to any other person, substituted for any other prize or exchanged for cash, subject to the provisions of the following paragraph.
- 18. Substitution for Prize.** In the event that it is impossible, difficult and/or more onerous for the contest Organizer to award the Prize (or any part of the Prize) as described in these rules, it reserves the right to award the Prize (or part of the Prize) of the same nature and equivalent value or, at its entire discretion, the monetary value of the Prize (or part of the Prize) as indicated in these rules.

- 19. Limited responsibility: use of the Prize.** By participating in this contest, any participant selected for the Prize releases from all responsibility the contest Organizer, any company, corporation, trust or other legal entity controlled by or connected to them, their advertising and promotion agencies, Facebook, their employees, representatives and mandataries (the "**beneficiaries**") for any damage that they may suffer due to the acceptance or use of their Prize.
- 20. Operation of the contest web page.** The contest Organizer in no way warrants that the contest web page or any website or related site will be accessible or functional without interruption throughout the contest period or that it will be free of all errors.
- 21. Limited responsibility: operation of the contest.** Beneficiaries may not be held responsible in any way for the failure of any computer component, software or communications device related to the loss or absence of network communication or any faulty, incomplete, incomprehensible or erased transmission by any computer or network that may limit or prevent anyone from entering the contest. Beneficiaries may not be held responsible for any damage or loss that may be directly or indirectly caused, in whole or in part, by downloading any web page or software or other and by the transmission of any information regarding entering the contest.
- 22. Changes to the contest.** The contest Organizer reserves the right, at its entire discretion, to cancel, terminate, modify or suspend this contest, in whole or in part, in case any event or human intervention alters or influences the administration, security, impartiality or operation of the contest as provided for under these rules, subject to approval by the *Régie des alcools des courses et des jeux du Québec*, if required.
- 23. Termination of participation in the contest.** In the event that the computer system is unable to register all entries for any reason whatever, or that participation in the contest needs to end in full or in part prior to the closing date specified in these rules, the Prize may be awarded according to modalities to be determined by the contest Organizer, at its entire discretion.
- 24. Prize limit.** In no case may the contest Organizer be obliged to award more prizes or to award a prize in any way other than as specified under these rules.
- 25. Limited responsibility: entering the contest.** Anyone who participates or attempts to participate in this contest shall release the beneficiaries from any responsibility for any damage they may suffer due to their participation or attempt to participate in the contest.
- 26. Authorization.** By participating in this contest, any participant selected for the Prize authorizes the contest Organizer and its representatives to use, if required, their name, province and city of residence, photograph, image, voice and/or statement regarding the Prize for publicity purposes, without any form of compensation.
- 27. Communication with participants.** The contest Organizer may send participants communications or correspondence relating to this contest.

- 28. Personal information.** Personal information regarding participants collected as part of this contest will only be used for the administration of the contest and for the sending of communications and commercial correspondence by the contest Organizer, subject to the provisions of the previous paragraph.
- 29. Property.** Declaration forms are the property of the contest Organizer and will not in any case be returned to the participants.
- 30. Decision of contest Organizer.** Any decision by the contest Organizer or its representatives regarding this contest is final and may not be appealed, subject to any decision by the *Régie des alcools, des courses et des jeux du Québec* relating to any question that comes within its sphere of competence.
- 31. Disputes.** For participants residing in Quebec, any dispute regarding the organization or holding of a publicity contest may be submitted to the *Régie des alcools, des courses et des jeux* for settlement. Any dispute regarding the awarding of the Prize may be submitted to the *Régie* solely for the purposes of intervention to attempt to settle the dispute.
- 32. Divisibility of paragraphs.** Should any paragraph in these rules be declared or judged to be illegal, unenforceable or null and void by a competent court, that paragraph will be considered null and void, but all the other paragraphs not so declared shall be applied within the limits of the law.
- 33. Facebook platform.** This contest is not associated with, administered by or sponsored by Facebook. Any question, complaint or comment regarding the contest must be submitted to the contest Organizer and not to Facebook. Facebook and all of its affiliates, administrators, managers, agents and employees are not responsible for any claim resulting from or relating to the organization of this contest. However, by entering this contest, all participants undertake to respect the conditions and modalities of use, contracts, other policies and/or guidelines governing the Facebook platform and release the contest Organizer, any companies, corporations, trusts or other legal entities controlled by or connected to them, their advertising and promotion agencies, their employees, agents and representatives from all responsibility and damages they may suffer due to the use of that platform.
- 34. Language.** Should there be any divergence between the French and English versions of these rules, the French version shall prevail.