

Everest-Ferbey National Pro Am Contest Official Rules

This Contest is open to Canadian residents only, other than residents of Quebec, and is governed by the laws of Canada.

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING.

By participating in the Contest, Entrants agree to be bound by these Official Rules and the decisions of the Contest Sponsor and Administrator, which shall be final, binding and conclusive on all matters.

CONTEST PERIOD

The Everest-Ferbey National Pro Am Contest ("Contest") begins on October 1, 2016 at 9 a.m. Eastern Time ("ET") and ends on February 15, 2017 at 11:59 p.m. ET (the "Contest Period").

CONTEST SPONSOR/CONTEST ADMINISTRATOR

This Contest is sponsored by Everest Funeral Package, LLC (the "Contest Sponsor"), with a business address of 5150 Spectrum Way Mailstop 3021 Mississauga, ON Canada, L4W 5G1.

This Contest is administrated by The Republic Agency Corp. (the "Contest Administrator").

ELIGIBILITY

To enter, you must be 50 years of age or older and a legal resident of Canada at the time of Entry ("Entrant"). This contest is not open to residents of the Province of Quebec. Persons in any of the following categories are NOT eligible to enter the Contest: (a) employees, representatives or agents of the Contest Sponsor or Contest Administrator (collectively the "Contest Entities"), their parent companies, affiliates, subsidiaries or agencies; (b) individuals engaged in the administration or execution of this Contest; and (c) any immediate family member of, or any person domiciled with any of such individuals. For these Official Rules, "immediate family" means mother, father, sister, brother, spouse (including common law), regardless of where they reside.

HOW TO ENTER

NO PURCHASE NECESSARY. To enter, complete the ballot entry form (the “Entry Form” or “Entry”) provided by the Contest Sponsor and submit the Entry Form at your local participating Curling Club location during the Contest Period. Eligible participating Curling Club locations are set out in Schedule A.

DRAW AND WINNER SELECTION

The Grand Prize:

Entries submitted during the Contest Period will be eligible for the grand prize draw. Four (4) grand prizes will be awarded. One (1) grand prize winner (the “Grand Prize Winner”) will be selected from each of the following four (4) regions (the “Regions”) of Canada:

- British Columbia, Northwest Territories, Yukon, Nunavut
- Western Canada (Alberta, Saskatchewan and Manitoba)
- Ontario
- Eastern Canada (New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland and Labrador)

The grand prize draws will be held on Friday February 17, 2017 at 12:00 pm ET (local time). The grand prize draws will be held at the following centralized location:

- Toronto, Ontario: 219 Dufferin Street, Suite 10A Toronto, ON M6K 3J1

The odds of winning a grand prize depend on the number of eligible entries received in each Region.

Monthly Prizes:

Twenty (20) monthly prizes will be awarded during the Contest Period.

Entries submitted before October 31, 2016 at 11:59 p.m. ET will be eligible for the first monthly draw (the “First Monthly Draw”). Entries submitted before November 30, 2016 at 11:59 p.m. ET will be eligible for the second monthly draw (the “Second Monthly Draw”). Entries submitted before December 31, 2016 at 11:59 p.m. ET will be eligible for the third monthly draw (the “Third Monthly Draw”). Entries submitted before January 31, 2017 at 11:59 p.m. ET will be eligible for the fourth monthly draw (the “Fourth Monthly Draw”). Entries submitted before February 15, 2016 at 11:59 p.m. ET will be eligible for the fifth monthly draw (the “Fifth Monthly Draw”). The winner of any monthly draw is not eligible to participate in any subsequent monthly draws.

One (1) monthly prize winner will be selected from each of the four (4) Regions during each of the First Monthly Draw, the Second Monthly Draw, the Third Monthly Draw, the Fourth Monthly Draw and the Fifth Monthly Draw. The First Monthly Draw will be held on November 7, 2016 at 12 pm ET (local time). The Second Monthly Draw will be held on December 5, 2016 at 12 pm ET (local time). The Third Monthly Draw will be held on January 9, 2017 at 12 pm ET (local time). The Fourth Monthly Draw will be held on February 6, 2017 at 12 pm ET (local time). The Fifth Monthly Draw will be held on February 17, 2017 at 12 pm ET (local time).

The First Monthly Draw, the Second Monthly Draw, the Third Monthly Draw, the Fourth Monthly Draw and the Fifth Monthly Draw will be held at the following central location:

- Toronto, Ontario: 219 Dufferin Street, Suite 10A Toronto, ON M6K 3J1

The odds of winning a prize in the monthly draws depend on the number of eligible entries received in each Region during the relevant periods.

LIMITS ON ENTRIES

Contest ballot Entries are limited to one Entry per person per week.

No Entries will be accepted before or after the Contest Period. All Entries become property of Contest Sponsor and in no case shall be returned to the Entrant.

Entries received by any means not outlined in this section will not be accepted as valid Entries to the Contest. Entries that are late, lost, illegible, mechanically reproduced, contain false information, damaged, misdirected, mutilated, garbled or incomplete, altered or otherwise irregular, that have been submitted or generated using robotic, programmed, script, or any other automated means, or illicit means, or do not conform with or satisfy any or all of the conditions set out in the Official Rules, as determined by Contest Sponsor in its sole and absolute discretion, may be judged void and disqualified.

GRANTING OF RIGHTS IN ENTRIES

By submitting an Entry, each Entrant: (1) irrevocably grants to Contest Sponsor a non-exclusive license to publish, display, produce, reproduce, perform, convert, adapt, publicly present, communicate to the public, assign, sub-license, edit, dispose of, modify or otherwise use such Entry and the concepts embodied therein, in whole or in part, in any way, in commerce, and in any and all media, in connection with the Contest, including, without limitation for advertising or promoting the Contest, or for any other reason, without limitation, review, notice, approval or compensation; (2) waives all moral rights in and to the Entry in favour of Contest Sponsor; and (3) warrants that the Entry does not contravene or infringe on anyone else's copyright or other intellectual property, does not contact any

false, inaccurate or misleading material, does not violate any law or regulation, is not libelous, threatening or harassing, does not instigate others to commit illegal activities.

PRIZES

Four (4) grand prizes and twenty (20) monthly prizes (collectively the “Prizes”) are available to be won during the Contest Period.

The grand prize consists of: CAD \$500 cheque; economy class round trip airfare for two from the national airport closest to the Grand Prize Winner’s residence to Fredericton, New Brunswick; hotel accommodation for three (3) nights at a hotel in or near Fredericton selected by Contest Sponsor, double occupancy (room rate and related taxes only); two (2) tickets to the Canadian Senior Curling Championships to be held on Saturday, March 25, 2016 and the opportunity for the Grand Prize Winner to play in Everest-Ferbey National Pro Am.

Bookings are subject to availability, changes in itinerary and other restrictions. Bookings are also subject to all rules and regulations of the applicable airline or other carrier. Trip must be booked through Contest Sponsor and must be taken between March 20, 2017 and March 26, 2017 and cannot be modified by the Grand Prize Winner. The following conditions apply to each grand prize: (a) costs and travel expenses, other than those expressly mentioned in these Official Rules, are the responsibility of the Grand Prize Winner and his or her guest, including, but not limited to, ground transportation, insurance, taxes, meals, beverages, gratuities, personal expenses, activities and the required travel documents; (b) the Grand Prize Winner’s guest must have reached the age of majority in his or her province, state or territory of residence at the start of the trip; (c) the Grand Prize Winner and his or her guest must be available on the dates offered or specified by Contest Sponsor, all dates being subject to change at Contest Sponsor’s sole discretion; (d) the Grand Prize Winner and his or her guest must travel together and leave from and return to the closest national airport to the Grand Prize Winner’s residence (as determined by the Sponsor); (e) all federal, provincial, state, municipal and local taxes on the Prize value are the sole responsibility of the Grand Prize Winner (f) if the Grand Prize Winner claims the prize but is unable to play in the Everest-Ferbey National Pro Am, the Contest Sponsor will determine who will play in place of the Grand Prize Winner. The actual value of each grand prize may vary based upon the location of the Grand Prize Winner’s residences. The approximate retail value of each grand prize is estimated \$3,500 based on departure from Toronto.

Each of the monthly prizes for the First Monthly Draw consist of (2) Everest-Ferbey National Pro Am T-Shirts, (2) Everest-Ferbey National Pro Am hats, (1) Randy Ferbey autographed poster with an approximate retail value of \$75.00 each. One monthly prize will be awarded to the winner from each Region.

Each of the monthly prizes for the Second Monthly Draw consist (2) Everest-Ferbey National Pro Am T-Shirts, (2) Everest-Ferbey National Pro Am hats, (1) Randy Ferbey autographed poster with an approximate retail value of \$75.00 each. One monthly prize will be awarded to the winner from each Region.

Each of the monthly prizes for the Third Monthly Draw consist of (2) Everest-Ferbey National Pro Am T-Shirts, (2) Everest-Ferbey National Pro Am hats, (1) Randy Ferbey autographed poster with an approximate retail value of \$75.00 each. One monthly prize will be awarded to the winner from each Region.

Each of the monthly prizes for the Fourth Monthly Draw consist of (2) Everest-Ferbey National Pro Am T-Shirts, (2) Everest-Ferbey National Pro Am hats, (1) Randy Ferbey autographed poster with an approximate retail value of \$75.00 each. One monthly prize will be awarded to the winner from each Region.

Each of the monthly prizes for the Fifth Monthly Draw consist of (2) Everest-Ferbey National Pro Am T-Shirts, (2) Everest-Ferbey National Pro Am hats, (1) Randy Ferbey autographed poster with an approximate retail value of \$75.00 each. One monthly prize will be awarded to the winner from each Region.

Prizes must be accepted as awarded, without substitution, and are not transferable or convertible to cash and not for resale, except at Contest Sponsor's sole discretion. Contest Sponsor reserves the right, in its sole discretion, to substitute another prize or component of the prize (or cash equivalent) of equal or greater value without liability in the event that a Prize or any component of a Prize cannot be awarded as described for any reason.

WINNER CONFIRMATION

Selected Entrants will be contacted by phone or e-mail. If a selected Entrant cannot be contacted within three (3) business days of selection or there is a return of any prior notification as undeliverable, that Entrant will be disqualified and an alternate Entrant will be selected from among the remaining eligible Entries until such time as an Entrant is contacted or there are no more eligible entries.

To be declared a winner ("Winner") of a monthly prize or a grand prize, the selected Entrant must:

- Correctly answer a time-limited [mathematical] skill testing question without any assistance, mechanical or otherwise.
- Confirm compliance with the Official Rules.
- Return to the Contest Administrator an executed declaration and release form within the specific time.
- Provide proof of identification upon request.

If the selected Entrant cannot be declared a Winner as above, an alternate Entrant will be selected from among the remaining eligible Entries from that Region until

such time as an Entrant from that Region is declared a Winner of the monthly prize or grand prize, as applicable, or there are no more eligible entries from that region.

The Sponsor will arrange to deliver the Prizes to the Winners.

GENERAL

This Contest is void where prohibited by law and subject to all applicable federal, provincial, territorial, and municipal laws.

By participating, Entrants: (i) acknowledge they have read and understood, and agree to comply with these Official Rules including all eligibility requirements, and (ii) agree to be bound by the Official Rules and all decisions of Contest Sponsor and Contest Administrator, made in their sole and absolute discretion, which shall be final and binding, without right of appeal, with respect to all matters relating to this Contest and the awarding of a Prize. In the event of any dispute regarding the interpretation of the Official Rules, the decision or interpretation of Contest Sponsor shall prevail. Entrants who have not complied with these Official Rules will be disqualified.

CONDUCT

Any attempt by an Entrant or other individual to deliberately damage or undermine the legitimate operation of this Contest may be a violation of criminal and/or civil laws. Should such an attempt be made, Contest Sponsor reserves the right to seek remedies and damages from any such individual, to the fullest extent permitted by law.

Contest Sponsor reserves the right to disqualify any Entrant (and void all associated Entries) or entitlement to a Prize, if, in its sole and absolute discretion, it determines or suspects that the Entrant might bring the Contest Entities or the Contest into disrepute, has violated Official Rules, tampered or attempted to tamper with the entry process, acted in an unsportsmanlike or disruptive manner, or attempted to undermine the legitimate operation of the Contest by any means, including, cheating, deception, or other fraudulent deceptive or unfair practices.

CONSENT TO PUBLICITY/RELEASE OF LIABILITY

As a condition of participating, Entrants consent to the use of their name, city, comments, photographs and/or other likenesses and all other indicia of personality, for publicity, general news, entertainment, advertising and informational purposes by Contest Entities and their parent, affiliated subsidiary and related companies, without further notice or compensation, including, without limitation, the announcement of their name as a Grand Prize Winner and the display of their photograph on live television.

Entrants also agree: (a) to release the Contest Entities, and each of their officers, directors, employees, shareholders, licensees, successors, assigns, and agents ("Releasees"), from any and all liability, loss or damage incurred with respect to participating, or attempting to participate, in the Contest or the awarding, receipt, possession, and/or use or misuse of any Prize by the Entrant and/or their guest, including without limitation, any travel related thereto and/or participation in the Everest-Ferbey National Pro Am, the administration of the Contest, and the selection and confirmation of winners (and as further set out under "Limitation of Liability" below); (b) to release and hold harmless the Releasees from and against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property related cause of action that relates in any way to the Entry; (c) that under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (e) that all causes of action arising out of or connected with this Contest, or the Prize awarded, shall be resolved individually, without resort to any form of class action; and (f) that any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, excluding legal fees and court costs.

LIMITATION OF LIABILITY

Releasees do not warrant that access to the Contest will be uninterrupted. Releasees are not responsible for any problems that may arise, including but not limited to: (a) Entries that are late, lost, illegible, mechanically reproduced, contain false information, damaged, misdirected, mutilated, garbled or incomplete, altered or otherwise irregular, that have been submitted using robotic, programmed, script or any other automated means, or illicit means, or do not conform with or satisfy any or all of the conditions set out in the Official Rules, as determined by Contest Sponsor in its sole and absolute discretion; (b) Entries that are not delivered, or are delivered late, by the Eligible participating Curling Club to the Contest Sponsor; (c) lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet Service Providers, Websites, or other connection, availability or accessibility problems arising in connection with or over the course of the Contest; (d) postal delays, strikes or failures; (e) communications failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions or hardware or software malfunctions, failures or difficulties; (f) failure of personal computers and/or software and hardware configurations, any technical malfunctions, failures, or difficulties, printing errors, clerical, typographical or other error in the offering or announcement of any Prize or in any Prize notification documents; (g) any other errors of any kind, omissions, incorrect or inaccurate information relating to or in connection with the any Contest-related materials or the Contest, whether human, mechanical, clerical, electronic, or technical in nature; (h) the incorrect or inaccurate capture of information, or the failure to capture any information in connection with the Contest; or (i) damage to a user's system occasioned by participation in this Contest or downloading any information necessary to participate in this Contest.

CHANGES, ETC. TO RULES, CONTEST

Contest Sponsor reserves the right in its sole and absolute discretion to cancel, modify or suspend this Contest or amend these Official Rules at any time, without prior individual notice, if any factor interferes with the proper administration of the Contest, as determined by the Contest Administrator in its sole and absolute discretion. Factors may include, but are not limited to fraud, technical failures, including any network server or hardware failure, viruses, bugs, errors in programming, or any other errors or other causes corrupt the administration, security, integrity or proper play of the Contest. In the event of early termination, Contest Sponsor reserves the right to conduct random draws from all previously eligible entries received by the date of cancellation.

RULES GOVERN

In the event of any conflict with any Contest details contained in these Official Rules and Contest details contained in Contest materials (including but not limited to www.everestfuneral.ca/curling, print advertising, promotional packaging, and other promotion media), the details of the Contest set forth in these Official Rules posted at www.everestcurling.com shall prevail, govern and control.

CHOICE OF LAW AND JURISDICTION

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Entrant and Contest Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the substantive laws of the province of Ontario and the federal laws of Canada applicable therein without regard to conflicts of law principles. All Entrants consent to the jurisdiction and venue of the province of Ontario except as specifically provided herein.

SEVERABILITY

The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. In particular, Contest Sponsor's employees are not authorized to waive, modify or amend any provision or provisions of these Official Rules in any manner whatsoever.

WINNERS LIST

A Winners List will be available via email at www.everestcurling.com after the selected Entrants have been notified, and confirmed as Winners, which will be approximately two (2) weeks after the close of the Contest Period. The Winners List will be available by request until April 10th, 2017.

OFFICIAL RULES REQUEST

The Official Rules will be available on www.everestcurling.com. For a copy of the Official Rules, interested individuals should place their name and address on a self-addressed stamped business size envelope and mail it to: Official “Everest Ferbey National Pro Am” Contest, 219 Dufferin Street, Suite 10A, Toronto, Ontario Canada, M6K3J1. Official Rules requests will only be accepted between Oct 1, 2016 and March 31, 2017.

PRIVACY / USE OF PERSONAL INFORMATION

Entrant understands that they are providing their personal information to Contest Sponsor. By participating in the Contest, Entrant hereby consents to the collection, use, and disclosure of Personal Information which Entrant provides to the Contest Sponsor at the time of entry, solely for the purpose of administering the Contest. Entrant further acknowledges that Entrant has read, understands, and accepts Contest Sponsor's Privacy Policy located at www.everestcurling.com.

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