

Ultra 94 Facebook “Ultra 94 Wheels of the Week” CONTEST RULES AND REGULATIONS

No Purchase Necessary

1. HOW TO PARTICIPATE

- 1.1 Sponsor: The sponsor of this contest is Suncor Energy (the “**Contest Sponsor**” or “**Suncor**”).
- 1.2 Eligibility: The Ultra 94 Facebook “Ultra 94 Wheels of the Week” contest (the “**Contest**”) is open to all residents of Ontario and Alberta only, who have reached the age of majority and who are in compliance with the Contest Rules and Regulations (“Rules”), except (i) employees and retirees of Suncor, and its parent, subsidiaries, affiliates; (ii), any of Suncor’s franchisees, agents, associates, dealers, and any of their employees; (iii) any representatives, advertising and promotional agencies of Suncor; and (iv) any of the immediate families of (i), (ii) and (iii) or any person with whom they are domiciled (“**Eligible Entrants**”).
- 1.3 Contest Period: Entry into the Contest begins 12:01am, Eastern time on September 15, 2020 and ends 11:59pm, Eastern time on Sunday, September 27, 2020. (“Contest Period”).
- 1.4 Contest Entry: Internet access, a valid e-mail account and a Facebook account are required to participate. In order to enter the Contest, Eligible Entrants must be a registered user on Facebook*. If the Eligible Entrant does not have a Facebook account, follow the on-screen instructions to register for a free Facebook account at www.facebook.com. Only one (1) Facebook account may be used by each Eligible Entrant in connection with this Contest. Using the designated application on the Ultra 94 Facebook page, Eligible Entrants are invited to enter their email address into the “Wheels of the Week” tab on the Ultra 94 Facebook page (www.facebook.com/ultra94), fill in an entry form and upload a photo to receive one (1) entry into the Contest (“**Online Submission**”).

Eligible Entrants may also receive one (1) Contest entry (“**Mail-In Submission**”) by sending by mail a vehicle photo to be entered into the judging process described in Section 2.3 below, and a hand-written, original (not mechanically reproduced), distinctly worded, 25 word or more story or memory related to the Eligible Entrant’s automotive hobby or passion, which must include the Eligible Entrant’s name, address, e-mail address and daytime phone number to: 2020 Petro-Points Wheels of the Week Contest c/o Petro-Canada, 2489 North Sheridan Way, Mississauga, ON L5K 1A8.

Submissions must be postmarked during the Contest Period and must be received no later than the end of the Contest Period. Limit of one (1) Submission per envelope with sufficient postage. All Mail-In Submissions will bear the same odds of winning a Prize as Online Submissions. Online Submissions and Mail-In Submissions are collectively referred to herein as “**Entries**”.

- 1.5 Contest Entry Restrictions: There is a limit of one (1) eligible Entry per Eligible Entrant. Each entry will be reviewed and deemed eligible or ineligible by Suncor in accordance with these Rules. Subsequent or ineligible entries submitted by an Eligible Entrant will be considered void. Contest Sponsor reserves the right to reject any story submission which, in Contest Sponsor’s sole and absolute discretion:
- 1.5.1. contains inappropriate or foul language or imagery (including, without limitation any derogatory, harmful, obscene, pornographic, sexually explicit, indecent, lewd, violent, abusive, profane, insulting, threatening, harassing, discriminatory, defamatory, hateful or otherwise objectionable language);
 - 1.5.2. disparages the Contest Sponsor or its products or any other Contest Entrant;
 - 1.5.3. is patently false or deceptive;
 - 1.5.4. contains any personal contact information or other personal information identifying any third party;
 - 1.5.5. was submitted using any robot, spider, offline reader, site search/retrieval application or other manual or automatic device, tool, or process to in any way circumvent the navigational structure or presentation of the Contest Sponsor’s website or its contents, including with respect to any CAPTCHA displayed on such website; or
 - 1.5.6. is plagiarized or duplicative of an submission previously received.
- 1.6 Awarding of Prizes: Prizes will be awarded to the selected Eligible Entrants whose contact information (email address) has been given at time of the enrolment in the Contest via the submission form on the Ultra 94 Facebook page, or in the applicable Mail-In Submission and who have complied with all of the Rules.

2. PRIZE

- 2.1 Prizes: One (1) Grand Prize of a Ultra 94 gift card valued at \$94 and Sixteen (16) secondary prizes of a Preferred Price Card, with a fuel price savings of twenty (20) cents per litre on one hundred (100) litres of Ultra 94 fuel, will be awarded during the Contest (each, a “Prize”). Each secondary prize is valued at \$20.00. The Prize must be accepted as awarded. The Prize winner shall not be entitled to convert the Prize for cash, and no alternatives, substitutions or transfers of the Prize will be allowed.

A panel of judges (See Rules 2.3 and 2.4) will select finalists from Eligible Entrants who will have a chance to win a Prize.

Each Prize must be accepted as awarded. No cash alternatives, substitution or transfers of the Prizes will be allowed.

2.2 Odds: The odds of being selected to win a Prize depend on the total number of eligible entries received during the Contest Period.

2.3 Judging: A panel of judges consisting of Suncor employees will select 16 entries based upon the criteria of photo quality, creativity, and enthusiasm for the Eligible Entrant's vehicle and Ultra 94 fuel. Judging will be completed by April 3, 2020. There will be four (4) Suncor employees as judges for the Contest. Each judge will rank their top sixteen (16) vehicle photos from all of the vehicle photos submitted during the Contest Period by Eligible Entrants. The top sixteen (16) vehicle photos with the highest rankings from the judges will be the selected Eligible Entrants to be eligible to win a prize. These sixteen (16) vehicle photos will then be randomly placed into a 'bracket' format for the purpose of head-to-head matchups against the Entry of another Eligible Entrant. Each matchup will take place on the Ultra94 Facebook page for a duration of two days. The vehicle photo receiving the most votes will move onto the next round. The voting will follow the same format until only one vehicle photo remains, and the Eligible Entrant that submitted that photo will be declared the Grand Prize winner.

Each selected Eligible Entrant will be contacted by email by Suncor's agency LintBucket Media. At least three (3) attempts to contact the selected Eligible Entrant by email will be made within the fourteen (14) days following the winner selection. If the Contest Sponsor is unable to contact the selected Eligible Entrant within fourteen (14) days following the Prize Draw, another Eligible Entrant will be selected by the panel of judges and the initial selected Eligible Entrant will be disqualified, his/her right to the Prize will be forfeited, and that selected Eligible Entrant will have no further recourse to Contest Sponsor, its affiliates, or agents or their respective directors, officers or employees.

There is a limit of one (1) prize per Eligible Entrant for the Contest.

2.4 Prize Claim: In order to win a Prize, the selected Eligible Entrant must correctly answer a time limited, arithmetical, skill-testing question to be administered by telephone by the Contest Sponsor or its representatives, and he or she will be required to sign and return a standard Declaration and Release form confirming: (i) compliance with the Rules (including, without

limitation, compliance with the eligibility requirements listed in Section 1.2 of the Rules); (ii) the acceptance of a Prize as awarded; and (iii) the release of Contest Sponsor from all liability. The selected Eligible Entrant will have seven (7) days to return the Declaration and Release form from the date of receipt by registered mail or email requesting proof of delivery. If the selected Eligible Entrant fails to return the Declaration and Release form within such period, another entrant will be randomly selected for that Prize and such initially selected Eligible Entrant will be disqualified, his/her right to a Prize will be forfeited and such initially selected Eligible Entrant will have no further recourse to Contest Sponsor, its affiliates, or agents or their respective directors, officers or employees.

3. GENERAL RULES

- 3.1 All Prize claims are subject to verification by Contest Sponsor and/or their designated representatives. Submissions made with multiple addresses, under multiple identities, through the use of any device or artifice to enter multiple times or Entries that are in excess of the permitted number of Entries for the Contest Period are automatically void. Contest Sponsor will be the sole and final arbiter for validating Prize claims.
- 3.2 By participating, each Eligible Entrant and the winner agree:
- 3.2.1. to be bound by these Rules and the decisions of Contest Sponsor,
 - 3.2.2. to the collection and use of his/her personal information by Contest Sponsor for the purposes set forth in these Rules or otherwise for the administration of the Contest,
 - 3.2.3. to release and hold harmless Contest Sponsor, their affiliates, subsidiaries, partners, and independent contractors, and each of their respective directors, officers, employees, agents and representatives including advertising and promotion agencies, from any and all liability for any claims/damages whatsoever with respect to acceptance, possession, use or misuse of the Prize, and/or Entry or attempt to enter the Contest,
 - 3.2.4. to permit Contest Sponsor to use his/her Entry, his/her name, photograph, video, the details on his/her Entry, city, province/territory of residence, their story about the Prize and how they may use it, and/or declarations regarding the Prize for advertising or publicity purposes without any additional compensation, and
 - 3.2.5. if they are selected as a potential winner, to execute and deliver a Declaration and Release Form in favour of the Contest Sponsor, and in a form reasonably acceptable to Contest Sponsor, as a condition of the awarding of a Prize.
- 3.3 Suncor shall not be responsible for incorrect or inaccurate transcription or registration of Contest entry information, technical malfunctions, lost / delayed / incomplete / interrupted / misdirected / stolen / illegible / deleted data /

- network transmissions, line failures of any telecommunication network, failure of computer equipment, software, inability to access any online service or web site or the Ultra 94 Page on Facebook, inability to submit the registration form or any other malfunction or human or technical error, or any injury or damage to entrant's or any other person's computer related to or resulting from participation or downloading any materials in this Contest, or for late, lost, stolen, postage due, illegible or misdirected entries.
- 3.4 Suncor reserves the right to remove any photo that it determines, in its sole discretion, to be inappropriate or objectionable.
- 3.5 By uploading a photo on the Ultra 94 Suncor Facebook page or submitting a Mail-In Submission, the Eligible Entrant agrees that he or she: (a) automatically grants (or warrants that the holder(s) of rights in the vehicle photo expressly grant(s)) to Suncor, its subsidiaries, affiliates or authorized agents a worldwide, unlimited, perpetual, royalty-free, irrevocable and non-exclusive right and license to use, copy, display, transfer, adapt, edit, broadcast, transmit, communicate, publicly display, distribute the submitted photo and create compilations and derivative works from such photo and to use Eligible Entrant's name, province and city of residence for purposes of promoting/advertising Suncor's products, services and activities and its support of Ultra 94. In addition, Eligible Entrant warrants that all moral rights in connection with the submitted photo and works appearing in said photo have been waived; (b) declares and warrants that Eligible Entrant has all necessary rights, including copyright, to submit the photo for the purposes of the Contest and grants the rights specified in (a) above; (c) declares and warrants that the uploading of the photo and the use by Suncor of said photo, as specified in (a) above, does not infringe the rights of third parties; (d) declares and warrants that every recognizable person appearing on the photo has expressly consented to the uploading and use of said photo in connection with the subject promotion and by Suncor, its affiliates and the Ultra 94 Fan Page as specified in 3.5(a) above.
- 3.6 Suncor reserves the right to cancel, terminate, or suspend this Contest, at their sole discretion, in the event of a technical failure, computer virus or bug, unauthorized human intervention, fraud or any other occurrence or cause beyond their control that corrupts or adversely affects the administration, security, fairness or normal operation of the Contest.
- 3.7 If a selected Eligible Entrant is awarded a Prize due to a system error, malfunction or defect or human error, the Prize will be returned to the Prize pool to be re-awarded.
- 3.8 Under no circumstances will Suncor, any of its affiliates, subsidiaries, and independent contractors, and their respective directors, officers, employees, and agents, including advertising and promotion agencies be required to

award more Prize(s) than indicated in these Rules or award a Prize other than in accordance with these Rules.

- 3.9 The Contest is subject to all Federal, Provincial and local laws, as well as the rules adopted in view of said laws. For non-Quebec residents: All issues and questions concerning the construction, validity, interpretation and enforceability of the Rules or the rights and obligations as between the entrant and Contest Sponsor in connection with the Contest shall be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws. For Quebec residents: any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux du Quebec 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.
- 3.10 For a copy of the Contest Rules, please write to:
Petro-Canada Customer Service
2489 North Sheridan Way
Mississauga, Ontario L5K 1A8
- 3.11 This Contest is not managed, endorsed, administered or sponsored by Facebook. Any Contest entrant is providing his or her information to the Contest Sponsor and not to Facebook. Any question, comment or complaint regarding the Contest must be directed to the Contest Sponsor and not to Facebook. Facebook and all its affiliates, directors, officers, agents and employees are not liable for any claims arising out of or in connection with the organization of this Contest. However, by participating in this Contest, each entrant agrees to abide by the terms and conditions of use, contracts, other policies and/or guidelines governing the Facebook platform and releases the Contest Sponsor, any company, corporation, trust or other legal entity controlled by or affiliated with it, their advertising and promotional agencies, their employees, agents and representatives from and against any damage that could arise from the use of this platform.
- 3.12 The invalidity or unenforceability of any term or provision of these Rules will not affect any other term or provision of these Rules; the remaining terms and provisions will continue in full force and effect. The invalidity or unenforceability of any term or provision of these Rules in any particular jurisdiction will not affect its validity or enforceability in any other jurisdiction where it is valid or enforceable.

*Facebook is a registered trademark of Facebook, Inc.