

MCMUNN & YATES MAKE IT BETTER JINGLE OFFICIAL
CONTEST RULES

PROMOTION PERIOD:

1. The *McMunn & Yates Make it Better Jingle* contest (the “Contest”) begins May 10, 2019 at 12:00:00 a.m. CT and ends on June 16, 2019 at 11:59:59 p.m. CT (the “Contest Period”). By participating in this Contest (including submitting a Submission (defined below)), you are signifying your agreement that you have read and agree to be legally bound by these Official Contest Rules (the “Rules”). There is one (1) entry period (an “Entry Period”) during the Contest Period, as outlined in the following table:

Entry Period	Start	End
1	May 10, 2019 at 12:00:00 a.m. CT	June 16, 2019 at 11:59:59 p.m. CT

ELIGIBILITY:

2. To enter and to be eligible to win, you must be a legal resident of Canada who has reached the legal age of majority in the province or territory in which he/she resides. Persons in any of the following categories are NOT eligible to participate or win prizes: (i) employees of McMunn & Yates Building Supplies (the “Contest Sponsor”), Tim-BR-Fab Industries, Jenkins Flooring, McMunn & Yates Furniture and McMunn & Yates Concrete (ii) persons who are immediate family members (spouse, parent, child, sibling and each of their respective spouses) or reside in the same household (whether related or not) as any person in any of the preceding categories.

HOW TO ENTER:

3. NO PURCHASE NECESSARY. To enter the Contest, You can earn one (1) Entry, as follows:

Instagram: To enter via Instagram, you must log-in to your Instagram Account and post content that: (i) includes a video of eligible entrants singing the McMunn & Yates make it better jingle; and (ii) includes #MYmakeitbetterjingle and @mcmunnandyates. In addition, it is advised to become a “follower” of the official @mcmunnandyates on Instagram in order to facilitate any Contest-related communications. When all required steps of the entry process are complete during the Contest Period (as determined by the Contest Sponsor in its sole and absolute discretion), you will automatically be eligible to earn one (1) Entry in the Contest.

OR

Email: To enter via email, send an email to mycontest@mcmunnandyates.com during the Contest Period that: (i) includes a video of eligible entrants singing the McMunn & Yates make it better jingle; and (ii) includes entrant’s name. When all required steps of the entry process are complete during the Contest Period (as determined by the Contest Sponsor in its sole and absolute discretion), you will automatically be eligible to earn one (1) Entry in the Contest.

To be eligible, all content and materials associated with your Entry (regardless of the method of entry) (including without limitation the video, as applicable) (collectively, the “Submission”) must: (i) be submitted and received in accordance with these Rules during the Contest Period; (ii) include all required components and materials noted above; (iii) depict or discuss the applicable theme; (iv) be in accordance with these Rules, including, but not limited to, the specific Submission Requirements listed below; and (v) be in accordance with the applicable terms, rules, policies and guidelines of the applicable Social Platform (the “Social Platform Rules”) (all as determined by the Contest Sponsor in its sole and absolute discretion).

The Contest is in no way sponsored, endorsed or administered by, or associated with Instagram (a “Social Platform”). Each Social Platform is hereby completely released of all liability by each entrant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor and not to a Social Platform. You may only use your personal Social Platform account to

participate in this Contest. Standard data rates apply to participants who choose to participate in the Contest via a mobile device. Please contact your service provider for pricing and service plan information and rates before mobile device participation.

SUBMISSION REQUIREMENTS:

4. BY SUBMITTING A SUBMISSION, YOU AGREE THAT THE SUBMISSION (AND EACH INDIVIDUAL COMPONENT THEREOF) COMPLIES WITH ALL CONDITIONS STATED IN THESE RULES. THE RELEASED PARTIES (DEFINED BELOW) WILL BEAR NO LEGAL LIABILITY REGARDING THE USE OF YOUR SUBMISSION. THE RELEASED PARTIES (DEFINED BELOW) SHALL BE HELD HARMLESS BY YOU IN THE EVENT IT IS SUBSEQUENTLY DISCOVERED THAT YOU HAVE DEPARTED FROM OR NOT FULLY COMPLIED WITH ANY OF THESE RULES.

In order to be eligible, a Submission must not depict an identifiable individual (all as determined by the Contest Sponsor in its sole and absolute discretion).

By participating in the Contest, each entrant warrants and represents that his/her Submission:

- i. is original to him/her and that the entrant has all necessary rights in and to the Submission to enter the Contest;
- ii. does not violate any law, statute, ordinance or regulation;
- iii. does not contain any reference to or likeness of any identifiable people;
- iv. will not give rise to any claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party, or give rise to any claims for payment whatsoever; and
- v. is not defamatory, trade libelous, pornographic or obscene, and further that it will not contain, depict, include, discuss or involve, without limitation, any of the following: nudity; alcohol/drug consumption or smoking; explicit or graphic sexual activity, or sexual innuendo; crude, vulgar or offensive language and/or symbols; derogatory characterizations of any ethnic, racial, sexual, religious or other groups (including, without limitation, any competitors of the Contest Sponsor); content that endorses, condones and/or discusses any illegal, inappropriate or risky behaviour or conduct; personal information of individuals, including, without limitation, names, telephone numbers and addresses (physical or electronic); commercial messages, comparisons or solicitations for products or services other than products of the Contest Sponsor; any identifiable third party products, trade-marks, brands and/or logos, other than those of the Contest Sponsor (e.g. any clothing worn and/or products appearing in your Submission must not contain any visible logos, trade-marks or other third party materials unless the appropriate consents have been obtained --- note: all identifiable third party products, trade-marks, brands and/or logos for which consent has not been obtained by the entrant must be blurred out so as to be unrecognizable); conduct or other activities in violation of these Rules; and/or any other content that is or could be considered inappropriate, unsuitable or offensive, all as determined by the Contest Sponsor in its sole and absolute discretion.

The Contest Sponsor (the "Reviewer") may screen your Submission. The Reviewer reserves the right, in its sole and absolute discretion, to edit or modify any Submission, or to request an entrant to modify, edit and/or re-submit his or her Submission, in order to help ensure that the Submission complies with these Rules, or for any other reason.

RELEASE AND LICENSE:

5. Without limiting the generality of the foregoing, upon the Contest Sponsor's request, an entrant will be required to provide the Contest Sponsor with a video release via email communication that confirms the

entrant has all necessary rights in and to his/her Submission as required to enter this Contest in accordance with these Rules. Failure to provide such confirmation to the complete satisfaction of the Contest Sponsor within the timeline specified by the Contest Sponsor may result in disqualification in the sole and absolute discretion of the Contest Sponsor.

By entering the Contest and submitting a Submission, each entrant: (i) without limiting the applicable Social Platform Rules (if applicable), grants to the Contest Sponsor, in perpetuity, a worldwide non-exclusive license to publish, display, reproduce, modify, edit or otherwise use his/her Submission, in whole or in part, in perpetuity and for any purpose (including without limitation for administering, advertising or promoting the Contest and/or the Contest Sponsor) in any type of media; (ii) waives all moral rights in and to his/her Submission in favour of the Contest Parties; and (iii) agrees to release and hold harmless the Released Parties (defined below) from and against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other cause of action that relates in any way to his/her Submission, including, without limitation, any intellectual property or privacy related cause of action. For greater certainty, the Reviewer reserves the right, in its sole and absolute discretion and at any time during the Contest, to modify, edit or remove any Submission, or to request an entrant to modify or edit his or her Submission, if a complaint is received with respect to the Submission, or for any other reason.

LIMITS AND VERIFICATION:

6. There is a limit of one (1) Submission (regardless of the method of entry or entrant). If it is discovered by the Contest Sponsor (using any evidence or other information made available to or otherwise discovered by the Contest Sponsor) that any person has attempted to: (i) exceed any of the limits stated in these Rules; and/or (ii) use multiple names, identities, email addresses, Social Platform accounts and/or any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or to disrupt this Contest; then he/she may be disqualified from the Contest in the sole and absolute discretion of the Contest Sponsor. Your Submission may be rejected if (in the sole and absolute discretion of the Contest Sponsor): (i) it is not fully completed with all required information; and/or (ii) your Submission does not comply with the Submission Requirements and/or is not submitted and received in accordance with these Rules during the Contest Period. The Released Parties (defined below) are not responsible for late, lost, misdirected, delayed, incomplete, illegible or incompatible Submissions (all of which are void). All Submissions and entrants are subject to verification at any time and for any reason. The Contest Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Contest Sponsor – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual’s eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Submissions or other information entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason the Contest Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with these Rules. Failure to provide such proof to the complete satisfaction of the Contest Sponsor within the timeline specified by the Contest Sponsor may result in disqualification in the sole and absolute discretion of the Contest Sponsor. The sole determinant of the time for the purposes of this Contest will be the Contest server machine(s).

PRIZE:

7. There is one (1) prize (a “Prize”) available to be won. The Prize consists of \$250 McMunn & Yates Building Supplies gift card and the opportunity to be featured on the McMunn and Yates website and social media pages (this latter prizing element has no retail value). The Prize must be accepted as awarded. The Prize may not be sold, transferred and are not convertible to cash. Contest Sponsor reserves the right to substitute any Prize in whole or in part in the event that all or any component of the Prize is unavailable. All characteristics and features of the Prize, except as otherwise explicitly stated above, are at the Contest Sponsor’s sole and absolute discretion. The Prize winner is solely responsible for all costs not expressly described herein. Limit of one (1) Prize per person.

JUDGING TO SELECT WINNERS:

8. On the date listed in the following table, a panel of judges (the “Contest Judges”) appointed by the Contest Sponsor will judge each Submission received prior to the end of the applicable Entry Period on

the basis of the weighted criteria listed in the table below:

Entry Period	Elimination Rounds Begin
1	June 20, 2019

Criteria	Weighting
Creativity	100%
Total Score	Maximum 100%

Each Submission will be given a score (each, a “Score”) by the Contest Judges. The individuals associated with the Submission that obtained the top 5 to 10 Scores during the Judging Date will be deemed a potential Prize winner. Odds of being selected as a potential Prize winner depend on the number of eligible Submissions received prior to the end of the applicable Entry Period and the calibre of the Submission associated with each such Submission on the basis of the judging criteria. The Contest Sponsor will contact all Potential Prize winners using the social media platform or email address used to enter the Contest (as applicable and as determined by the Contest Sponsor). The potential Prize winners will move onto the next rounds where their video will be posted on social media for the public to vote for their favourite entrant via Elimination Rounds. In order to advance to the Elimination Rounds and remain eligible, entrant must send their videos to mycontest@mcmunnandyates.com upon Contest Sponsor’s request. By submitting their video, entrants have released their video to McMunn & Yates Building Supplies. Elimination Rounds will continue until there is one Prize winner. In the event of a tie in the final Elimination Round, the Contest Sponsor will split the Prize into two (2) Prizes. Each winner will receive one (1) \$125 McMunn & Yates Building Supplies gift card.

The Contest Sponsor, acting reasonably, will attempt to contact each selected entrant to notify him/her that he/she has been selected as a Potential Prize winner and is advancing to the Elimination Rounds using the social media platform or email address used to enter the Contest (as applicable and as determined by the Contest Sponsor in its sole and absolute discretion) on or before June 16, 2019. Each selected entrant is solely responsible for monitoring his/her social media account or email account (as applicable) and ensuring his/her account settings are set to receive such notification messages from the Contest Sponsor. In the event that a selected entrant cannot be contacted within such time, he/she will be disqualified and an alternate potential winner may be selected in accordance with the procedure outlined above at the Contest Sponsor’s sole and absolute discretion (in which case the foregoing provisions of this section shall apply to such new selected entrant). Proof of identification must be provided upon request. In order to be declared a Potential Prize winner and move onto the Elimination Rounds, the selected entrants must submit their video, upon request, to McMunn & Yates Building Supplies for Elimination Rounds. By submitting their video, entrants have confirmed that, among other things, he/she has read and understood these Rules, grants all consents required, authorizes the Contest Sponsor to broadcast, publish, disseminate and otherwise use his/her name, city/town/village and province/territory of residence, photograph, voice and any other likeness, in connection with any promotion and/or publicity, and/or for general news, entertainment and/or information purposes at no additional compensation to the potential winner, beyond the awarding of or participation in the Prize, assigns all intellectual property, including copyright, in and to his/her Submission to the Contest Sponsor, waives all his/her moral rights in and to his/her Submission in favour of the Contest Sponsor, agrees to indemnify the Released Parties (defined below) against any and all claims, damages, liabilities, costs, and expenses arising from use of his/her Submission, accepts the Prize as awarded and releases McMunn & Yates and the Contest Parties and each of their respective officers, directors, employees, agents, representatives, successors and assigns (collectively, the “Released Parties”) from any and all liability in connection with this Contest, his/her participation therein and/or the awarding and the selected entrants’ use/misuse of the Prize or any portion thereof. If: (a) a selected entrant fails to return the properly executed Contest documents within the specified time; (b) the selected entrant cannot accept (or is unwilling to accept) the Prize (as awarded) for any reason; and/or (c) the selected entrant is determined to be in violation of these Rules (all as determined by the Contest Sponsor in its sole and absolute discretion); then the selected entrant may, in the sole and absolute discretion of the Contest Sponsor, be

disqualified (and, if disqualified, will forfeit all rights to the Prize) and the Contest Sponsor reserves the right, in its sole and absolute discretion and time permitting, to selected an alternate potential winner in accordance with the procedure outlined above at the Contest Sponsor's sole and absolute discretion (in which case the foregoing provisions of this section shall apply to such new selected entrant). Prize winner(s) must pick up the Prize at a McMunn & Yates location of their choosing and allow 2 to 3 weeks for shipment of the Prize. Contest Sponsor shall not be held responsible for any delays in awarding prizes for any reason beyond the sponsor's reasonable control.

GENERAL PROVISIONS:

9. By entering this Contest each entrant and participant automatically agree to accept and abide by these Rules. All decisions of the Contest Sponsor with respect to any aspect of this Contest, including without limitation the eligibility of Submissions and entrants are final and binding on all entrants in all matters as they relate to this Contest.
10. This Contest is subject to all applicable federal, provincial and municipal laws. The decisions of the Contest Sponsor with respect to all aspects of this Contest are final and binding on all entrants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of Submissions and/or entrants. **ANYONE DEEMED BY THE CONTEST SPONSOR TO BE IN VIOLATION OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE CONTEST SPONSOR AT ANY TIME.** The Released Parties will not be liable for: (i) any failure of any Social Platform during the Contest; (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Entry, Submission or other information to be received, captured or recorded for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the internet or at any website; (iv) any injury or damage to an entrant's or any other person's computer or other device related to or resulting from participating in the Contest; and/or (v) any combination of the above. In the event of a dispute regarding who submitted a Submission, the Contest Sponsor reserves the right, in its sole and absolute discretion, to deem the Submission to have been submitted by the authorized account holder of the Social Platform account used to submit the Submission. "Authorized account holder" is defined as the person who is assigned a Social Platform account by the Social Platform. An entrant may be required to provide proof (in a form acceptable to the Contest Sponsor – including, without limitation, government issued photo identification) that he/she is the authorized account holder of the Social Platform account used to submit the Submission in question. The Contest Sponsor reserves the right, at its sole and absolute discretion, to withdraw, amend or suspend this Contest (or to amend these Rules) in any way, in the event of any cause beyond the reasonable control of the Contest Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules, including, without limitation, any error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud or technical failure. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest in any way (as determined by Contest Sponsor in its sole and absolute discretion) is a violation of criminal and civil laws and should such an attempt be made, the Contest Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Contest Sponsor, at its sole and absolute discretion, reserves the right to cancel, amend or suspend this Contest, or to amend these Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever. The Sponsor reserves the right, at its sole and absolute discretion, to adjust any of the dates, timeframes and/or other Contest mechanics stipulated in these Rules, to the extent necessary, for purposes of verifying compliance by any entrant or Submission with these Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Contest Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules, or for any other reason.
11. By entering this Contest, each entrant expressly consents to the Contest Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted with his/her Submission for the purpose of administering the Contest. If you have any questions regarding the collection, use or

disclosure of your personal information, please contact: Suzett Medeiros, Marketing Manager, McMunn & Yates Building Supplies, 5040 Portage Avenue, Headingley, MB, R4H 1C7 / (204) 833-7017 / smedeiros@mcmunnandyates.com. This section does not limit any other consent(s) that an individual may provide the Contest Sponsor or others in relation to the collection, use and/or disclosure of his/her personal information.

12. 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 but not limited to any Social Platform or point of sale, television, print or online advertising, the terms and conditions of the Rules shall prevail, govern and control.
13. All intellectual property, including but not limited to trade-marks, trade-names, logos, designs, promotional materials, web pages, source codes, drawings, illustrations, slogans and representations are owned by the Contest Sponsor and/or its affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.