### **Contest Rules**

#### **HOME SWEET HOME GIVEAWAY**

Official Contest Rules For

The Paint Shop Home Sweet Home Giveaway (the "Contest") February 1<sup>st</sup>, 2019 – February 28, 2019 (the "Contest Period")

### The Prize

Refinished 3-drawer antique wood dresser painted in Americana Décor Chalky Finish Paint 'Romance' and sealed with Americana Décor Crème Wax 'Clear'.

#### Who Can Enter

The Contest is open to Canadian residents who are of legal age in their province/territory of residence at the time of entry.

### **How to Enter**

No purchase or payment of any kind is necessary to enter or win. The provision of a valid e-mail address is required to participate in the Contest.

To Enter, visit PaintShop.ca during the Contest Period and enter your email address in the "Sign up" box. Once the entrant has successfully become a The Paint Shop email subscriber by signing up online, they will automatically be eligible to win the Prize and be entered in the prize draw.

Limit one (1) entry per person and/or e-mail address. All entries become the property of The Paint Shop and will not be acknowledged or returned.

## The Draw

At the end of the contest period all valid entries will be included in a random draw. One winner will be drawn and contacted via the email they provided on or before March 30, 2019.

### The Winner

The winner must be able to pick-up the Prize at their nearest Paint Shop location. By entering the Contest, the winner agrees to take sole responsibility for the pick-up and/or delivery of the Prize and ANY costs or damages they may incur as a result. The Winner agrees to forfeit the Prize if they do not pick up the Prize fourteen (14) days after initial contact has been made to them by The Paint Shop.

## **Laws and Regulations**

 All federal, provincial, and local laws and regulations apply. All expenses not specified herein, and all taxes and delivery charges on prizes, if applicable, are the sole responsibility of the prize winner.

- The Contest is subject to all applicable federal, provincial and local laws and is void where prohibited by law. If any provision of these Contest Rules is found by any court of competent jurisdiction to be unenforceable, all other provisions will remain in full force and effect.
- Decisions of The Paint Shop in respect of any aspect of the Contest are final and binding on all entrants.
- Participation in the Contest constitutes acceptance and agreement to these Contest Rules.
- Any attempt by an entrant to deliberately undermine the legitimate operation of this Contest is a
  violation of criminal and/or civil laws. Should such an attempt be made, The Paint Shop reserves the
  right to disqualify entrant and seek damages and other remedies to the fullest extent permitted by
  law.
- If for any reason the Contest is not capable of being conducted as intended by The Paint Shop, including due to computer viruses, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cause that corrupts or interferes with the administration, security, fairness, integrity or proper conduct of the Contest, Furniture.ca may, at its sole discretion, disqualify any entrant responsible for such misconduct and cancel, terminate, modify, or suspend the Contest.

# **Limitation of Liability**

All entrants further agree that The Paint Shop, its affiliates, subsidiaries, and employees shall have no liability and will be held harmless by the entrant for any and all liability, loss or damage incurred with respect to this Contest and/or the awarding, receipt, possession and/or use or misuse of any prize and acknowledge that the Releasees have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied in fact or in law, including but not limited to its quality, mechanical condition or fitness for a particular purpose.

The Paint Shop its owners, affiliates, subsidiaries, employees and agents, will not, under any circumstances, be responsible for, or liable to any entrant or any other person for:

- any erroneous, lost, damaged, late, incomplete, misdirected, deleted, defective, or altered entries, regardless of the cause;
- any failure for any reason whatsoever of the selected entrant to receive a prize notification email;
- any changes in email addresses or email address assignments after entry ballets are submitted;
- any computer, online, telephone, or technical malfunctions or errors that may occur, regardless of the cause; or
- any damage or loss, including any loss of use, loss of production, loss of profits (anticipated or otherwise), loss of markets, economic loss, special, indirect or consequential loss or damage or punitive damages, whether in contract, tort or under any other theory of law or equity, arising from, connected with, or relating to the Contest or the submission of entry

ballet to the Contest or participation in the Contest or the Contest prize, or the use of the PaintShop.ca website (including the downloading of any materials from that web site) and regardless of the cause or any negligence by The Paint Shop or anyone for whom The Paint Shop is responsible, and notwithstanding that The Paint Shop may have been advised of the possibility of such loss or damage being incurred.

## **Consent to Personal Information use and Disclosure**

By entering the Contest, participants consent to The Paint Shop collection, use and disclosure of the personal information provided in the entry for the administration of the Contest, as well as to offer additional products, services, advertising and solicitations in accordance with The Paint Shop's privacy policy ("Privacy Policy"). The Paint Shop is committed to protecting the privacy of the personal information the entrants have provided herein.