

17th Floor Registration Contest Rules

(the “Rules”)

1. **CONTEST:** The 17th Floor Registration Contest (the “**Contest**”) is open from 12:00:01 a.m. Eastern Time (“**EST**”) on October 2, 2023 to 11:59:50 pm EST on October 31, 2023 (the “**Contest Period**”). By participating in the Contest, each entrant agrees to abide by and be bound by these Rules. Entrants further agree to abide by and be bound by all decisions of the administrators of 17th Floor (“**Admin**”, or the “**Sponsor**”), which shall be final and binding, without right of appeal, in all matters relating to this Contest and the awarding of the prize(s), including without limitation eligibility and/or disqualification of entries. The Contest is void where prohibited or restricted by law. The Contest is subject to all applicable federal, provincial, territorial and local laws and regulations.
2. **ELIGIBILITY:** The Contest is open to: (i) legal residents of Canada who have reached the age of majority in their province or territory of residence at the time of entry; and (ii) are working in Canada at the time of entry, winner selection and prize fulfillment (“**Participants**”). To enter, Participants must register for an account on the 17th Floor website: www.17thfloor.com (the “**Website**”), score one thousand (1000) points within the Contest Period, and follow the 17th Floor on LinkedIn and Instagram (“**Social network pages**”).

Excluded from eligibility are the officers, directors, employees, agents and representatives of Sponsor, any Contest judges, and each of their respective parents, subsidiaries, affiliates, third party prize suppliers or contributors, advertising and promotion agencies (collectively, the “**Promotion Entities**”), and members of the immediate families (defined as parents, siblings, children and spouses, regardless of where they live) or households (whether or not related) of such officers, directors, employees, agents and representatives.

3. **HOW TO ENTER:** Participants must register on the Website and follow The 17th Floor’s Social Network Pages: <https://www.linkedin.com/company/the17thfloor/> and https://www.instagram.com/the_17th_floor/ to participate in the Contest. Participants will be awarded points based on their completion of tasks posted on the Website’s “Points and Badges” page during the Contest Period, and accrue one thousand (1000) points within the same Contest Period. Points are awarded based on participation only. The number of points awarded will be described on the Website at the time of participation. The points accumulated during the Contest Period will count towards the final point tally to enter the draw for the GRAND PRIZE, FIRST RUNNER-UP PRIZE and three (3) other RUNNER-UP PRIZES.
4. **PRIZES:** There are a total of three (5) prizes available to be won, each described as follows:
 - **ONE (1) GRAND PRIZE:** One (1) Apple iPad Mini 64 GB Sixth Generation Grand Prize must be accepted as awarded and may not be substituted, transferred or redeemed for cash or otherwise. Sponsor reserves the right, at its sole discretion, to substitute the Grand Prize with a prize of greater or equivalent monetary value if Grand Prize cannot be awarded as described for any reason.

RUNNER-UP PRIZES

- **ONE (1) FIRST RUNNER-UP PRIZE:** One (1) participant will be eligible to win a one-year (1) subscription gift card to Headspace app.
- **THREE (3) RUNNER-UP PRIZES:** Participants are eligible to win one (1) CA\$50 Amazon gift card.

These prizes will collectively be known as the “Prizes”. The Prizes must be accepted as awarded and may not be substituted, transferred or redeemed for cash or otherwise, except at Sponsor’s sole discretion. The Admin reserves the right, in its sole discretion, to substitute a Prize or a component thereof with a prize of equal or greater value. Approximate value is an approximation and may differ; Sponsor will not be responsible for any difference between stated and actual value. Sponsor reserves the right, at its sole discretion, to substitute a prize of greater or equivalent monetary value if a prize cannot be awarded as described for any reason whatsoever. Prizes will be delivered to verified winners only. Sponsor will not replace any lost or stolen prizes. Any other costs or expenses associated with the Prizes not specified herein will be the responsibility of selected winners. Gift cards are subject to terms and conditions imposed by the supplier. Sponsor will not award any prizes which are unclaimed at the end of the Contest Period.

5. **WINNER SELECTION:**

All winners will be selected by a draw from a list of participants who have scored one thousand (1000) points or more during the Contest Period by completing tasks mentioned in the “Points and Badges” section of the Website. Each participant will enter the draw only once during the Contest Period.

6. **WINNER NOTIFICATION/PRIZE AWARDS:** The following process will be followed for the Contest. All potential winners will be notified via e-mail by a representative of the 17th Floor on or before October 31, 2023 or as otherwise described in these Rules. In order for the potential winners to be eligible to win a Prize, he/she must: (i) respond to notification of selection within three (3) business days of first attempt by info@17thfloor.com; (ii) if required by Sponsor and these Rules, correctly answer without assistance of any kind, whether mechanical or otherwise, a mathematical skill-testing question; (iii) sign and return to Sponsor, within three (3) business days of it being sent by Sponsor, a written declaration and release form, releasing the Sponsor and the Promotion Entities from any liability in connection with this Contest or the use, misuse, awarding or possession of any prize and confirms compliance with the Rules (the “**Release**”); and, (iv) otherwise comply with these Rules.

Failure to provide proof of eligibility (if requested), sign and return to Sponsor a Release, or other required documentation in a timely manner, to correctly answer the skill-testing question or other non-compliance with these Rules may result in disqualification, forfeiture of the prize and, at Sponsor’s sole discretion, selection of an alternate Participant for the forfeited prize in accordance with these Rules, who will be subject to disqualification in the same manner.

7. **USE OF PERSONAL INFORMATION:** By entering this Contest, the Participant consents to the Admin and the Promotion Entities storing and using the personal information submitted through the Website for the purpose of administering the Contest. If a Participant is selected as a potential winner for the Contest, it will be necessary for the Admin to verify that a potential winner fulfills the eligibility criteria for the Contest. For further information about Sponsor’s privacy practices, please see Sponsor’s Privacy Policy at: www.payroll.ca/About/Governance-Compliance/Privacy-Policy
8. **PUBLICITY RELEASE:** By accepting a prize, winner(s) agrees to Sponsor’s use of his/her name, city/province of residence, picture, biographical information, statements, voice and likeness in any advertising and publicity Sponsor and its respective successors, assigns and licensees may conduct relating to the Contest in any media or format, whether now known or hereafter developed, including but not limited

to the World Wide Web, at any time or times in perpetuity, without further compensation or notice, and hereby releases Sponsor and the Promotion Entities from any liability with respect thereto.

9. **RIGHT TO VOID/TERMINATE/SUSPEND/MODIFY:** Sponsor reserves the right to terminate, suspend or modify this Contest, subject only to the approval of the *Régie des alcools des course et des jeux* ("**Régie**"), in whole or in part, at any time and without notice or obligation if, in Sponsor's sole discretion, any factor interferes with its proper conduct as contemplated by these Rules. Without limiting the generality of the foregoing, if the Contest, or any part thereof, is not capable of running as planned for any reason, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, programming errors, or technical failures, which, in the sole discretion of Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, Sponsor may, in its sole discretion and subject only to the Régie's approval, void any suspect entries and: (a) terminate the Contest, or any portion thereof; (b) modify or suspend the Contest, or any portion thereof, to address the impairment and then resume the Contest, or relevant portion, in a manner that best conforms to the spirit of these Rules; and/or (c) award the prizes from among the eligible, non-suspect entries received up to the time of the impairment in accordance with the winner selection criteria discussed above.

Sponsor reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process, the operation of the Contest and/or the Website, violates the Rules, or acts with intent to annoy, abuse, threaten or harass any other person.

10. **LIMITATION OF LIABILITY:** Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, therefore such exclusions may not apply to you: BY PARTICIPATING IN THIS CONTEST, PARTICIPANTS AGREE THAT SPONSOR, CONTEST JUDGES AND THE PROMOTION ENTITIES HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY PARTICIPANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) TO PERSONS OR PROPERTY RESULTING FROM THE CONTEST, INCLUDING THE ACCEPTANCE, POSSESSION, MISUSE OR USE OF THE PRIZE, OR THE MERCHANDISE FOR WHICH IT IS REDEEMED (IF APPLICABLE). FURTHER, BY PARTICIPATING IN THIS CONTEST, ENTRANTS AGREE THAT SPONSOR, CONTEST JUDGES AND PROMOTION ENTITIES HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) TO PERSONS OR PROPERTY RESULTING FROM: A) ENTRY OR PARTICIPATION IN THIS CONTEST, INCLUDING ACCESS TO AND USE OF THE WEBSITE, OR B) ANY CLAIMS BASED ON PERSONALITY OR PRIVACY RIGHTS, DEFAMATION OR MERCHANDISE DELIVERY.

Without limiting the foregoing, Sponsor, Contest Judges and the Promotion Entities, and any of Sponsor's other suppliers or contractors, shall not be responsible for: (a) any incomplete or inaccurate information that is caused by any of the equipment or programming associated with or utilized in the Contest, or by any technical or human error which may occur in the processing of submissions in the Contest; (b) lost, interrupted, or unavailable network, server, service provider, on-line systems, telephone networks or telephone lines, or any other connections; (c) the theft, destruction, loss or unauthorized access to, or alteration of, entries; (d) any problems with, or malfunctions or failures of, telephone networks or lines, computers or computer on-line systems, servers or providers, computer equipment, software, viruses or

bugs; (e) garbled transmissions or miscommunications; (f) failure of any messages to be received by or from the Contest judges or Sponsor for any reason, including but not limited to traffic congestion on the Internet or at any website or combination thereof or technical incompatibility; (g) printing, distribution, programming or production errors, and any other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise; or (h) technical, pictorial, typographical or editorial errors or omissions contained herein.

11. **ADDITIONAL TERMS:** All entries become the property of Sponsor and will not be returned and no correspondence will be made with or entered into except with selected entrant(s). By participating in the Contest, each entrant agrees that Sponsor, Contest Judges and the Promotion Entities have not made, with respect to each of their own products/services provided as a prize or part thereof (if applicable), any warranty, representation or guarantee express or implied, in fact or in law, with respect to the prize and specifically disclaim all such warranties, including without limitation, the implied warranties of merchantability and fitness for a particular purpose. Winning a prize is contingent on fulfilling all the requirements set forth herein. Mass entries, automated entries, entries submitted by third parties, and any entries or prize claims that are late, incomplete, fraudulent, illegible, unidentified or delayed will be void. All entries and prize claims are subject to verification. Proof of entry submission does not constitute proof of receipt. Participants agree to abide by these Rules. Decisions of Sponsor and/or any independent Contest judging organization/individual will be final and binding on all matters pertaining to this Contest. Sponsor reserves the right to correct any typographical, printing, computer programming or operator errors. Sponsor's failure to enforce any term of these Rules shall not constitute a waiver of that provision. The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. If any provision of the Rules is determined to be invalid or otherwise unenforceable, then the Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate or necessary to comply with applicable law. Should a winner make any false statement(s) in any document referenced above, the winner may be required to promptly return to Sponsor his/her prize, or the cash value thereof. **WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS CONTEST OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.**
12. **GOVERNING LAW:** All issues and questions concerning the construction, validity, interpretation and enforceability of the Rules or the rights and obligations as between the Participant and the Sponsor in connection with the Contest shall be governed and construed in accordance with the laws of the province of Ontario including procedural provisions 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.
13. **LANGUAGE:** In the event of any discrepancy or inconsistency between the terms and conditions of the Contest Rules and disclosures or other statements contained in Contest-related materials, the terms and conditions of the Contest Rules shall prevail, govern and control. In the event of any discrepancy or inconsistency between the English language version and the French language version, the English version shall prevail, govern and control.
14. **FOR RESIDENTS OF QUEBEC ONLY:** 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 Québec 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.