

# Win \$10,000 of Fuels Terms & Conditions

## A Contest organized by: Maritime Fuels ("The Sponsor")

Contest begins July 9, 2018 (01:00:00, ET) and ends September 7, 2018 (23:59:59, ET).

An eligible entrant is defined as follows: the entrant must be a resident of Nova Scotia or New Brunswick who is above the age of majority per the laws of the jurisdiction in which they reside, who is not an employee of the Sponsor (Maritime Fuels), Sponsor's Retailer/Agent, or domiciled with any of the foregoing, and who is a customer (new commercial account holder who signed-up and purchased fuel, lubricants or industrial supplies between July 9 2018 to September 7, 2018 and in \*good standing) with Maritime Fuels.

### **NEW CUSTOMERS:**

When an Eligible Entrant signs up for a new Maritime Fuels commercial account and purchased fuel:

(i) automatically qualify for a chance to win one (1) grand prize of \$ 10,000 in fuels.

To qualify and be eligible to enter this Contest, Eligible Entrants must have an account in good standing with Maritime Fuels.

\*Good standing: The customer has purchased product from Maritime Fuels within the contest period and the account(s) are within credit terms.

### **Grand Prize Draws Contest:**

- 1. The Grand Prize will be awarded one time only, on September 8, 2018: One (1) grand prize of \$ 10,000 in fuel.
- 2. Odds of winning the Grand Prize depends on the number of new commercial accounts opened.
- 3. Once selected, the Grand Prize winner will be notified by phone at the phone number on the records of Maritime Fuels for their Maritime Fuels commercial account, and a release form will be sent at the email or mailing address on the records of Maritime Fuels for the same account so that Contest release forms can be signed. Draw will take place within seven (7) days following the Contest closing date, and take place at 44 Orion Court, Dartmouth NS.
- 4. The prize will be in form of a \$10,000 credit on the winners account on which product costs can be drawn down on until the credit is entirely used.
- 5. The prize has no cash value and only can be redeemed in petroleum product delivery.

Before being declared a winner of a Grand Prize, the selected entrant must: (i) first correctly answer, without mechanical or other assistance, Sponsor's mathematical, skill-testing question administered as part of the winner's release (ii) be in full compliance with these rules and (iii) sign and return Sponsor's release within 30 days of it having been sent

A potential Prize winner who does not or fails to comply fully with the Contest rules will automatically forfeit their opportunity to win that Prize and nothing else will be substituted or given to that potential winner.



## **General Rules**

- 1. By accepting the Prize, the eligible entrant agrees to these Contest rules and consents to the use without compensation of their photograph, name and city of residence in any publicity campaigns related to the Contest.
- 2. Awarding of the Prize: Subject to these Terms and Conditions, the Prize will be awarded to the Eligible Entrant whose name and address appears on the Maritime Fuels commercial account.
- 3. The decision of the Contest judges is final in respect of any matter relating to this Contest. No correspondence will be entered into except with the winner. The Contest is subject to all federal, provincial and municipal laws and regulations.
- 4. All entries are the property of the Maritimes Fuels. Persons abusing the Contest rules will be disqualified. Maritimes Fuels, including its agents, representatives and those associated with them, are not responsible for any entry, a Prizewinning notification or the claim for Prize, which fails to get entered, is lost, misdirected, miscommunicated or which arrives late, as the case may be, whether or not due to the fault of the Sponsor or of any other person or thing and whether or not due to any computer, software or any other technical malfunctions. Sponsor will not be responsible for the incorrect or inaccurate transcription or input of Contest entry information, Prize winning notification (whether on the transaction receipt or otherwise), technical malfunctions, lost, delayed, incomplete, interrupted, misdirected, stolen, illegible, or deleted data/network transmissions, line failures of any telecommunication network, failure of computer equipment, software, 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 in this Contest, in its sole discretion, if any of the foregoing technical problems prevents the fair or proper administration of the Contest. All purchase transaction receipts obtained through unauthorized sources or which are illegible, mutilated, altered, reproduced, forged or irregular in any way, are automatically void. Contest Sponsor will be the sole and final reference source in validating Prize claims.
- 5. Contest Sponsor assumes no responsibility for lost, stolen, delayed, damaged or misdirected claims or for any failure, or for any problems or technical malfunction of any telephone network or lines, or computer system during the promotional period.
- 6. The Contest is subject to all applicable federal, provincial and municipal laws and regulations and will be governed by the laws of the Provinces of Nova Scotia or New Brunswick and the federal laws of Canada applicable therein. These Contest Rules are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over the Contest Sponsor. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules or the rights and obligations as between any entrant and the Contest Sponsor in connection with the Contest will be governed by and construed in accordance with the laws of the Provinces of Nova Scotia and New Brunswick 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.
- 7. By entering the Contest, each entrant agrees to be bound by these Contest Rules and all decisions of the Contest Sponsor, which decisions are final with respect to all matters relating to the Contest, including (without limitation) the selection of the Prize winners.
- By entering the Contest, entrants agree to hold harmless and indemnify the Released Parties against any and all liability, damages or causes of action (however named or described with respect to or arising out of either: (i) entrant's participation in the Contest; (ii) the receipt or use of the Prizes awarded herein; or (iii) the administration of the Contest (including winner selection) and distribution of the Prizes awarded herein.
- 9. The following are prohibited and will result in automatic disqualification from the Contest: (1) using any method that artificially increases odds of winning; (2) non-compliance with these Contest Rules; and (3) any other act which the Contest Sponsor determines, in its sole discretion, jeopardizes the integrity of the Contest.



- 10. The Contest Sponsor may terminate, modify, suspend or withdraw from this Contest (and/or any aspect thereof, including methods for selection of the Prize winners), in whole or in part, at any time without notice for any reason, without liability, at their sole discretion.
- 11. In the event of any discrepancy or inconsistency between the terms and conditions of the Contest Rules and disclosures or other statements contained in any Contest-related materials, including but not limited to the Contest entry form, these Contest Rules will prevail, govern and control.
- 12. In addition, the Contest Sponsor will not assume any responsibility of any nature whatsoever in all cases where their inability to hold the Contest or to remit the Prizes to the winner's results from a cause beyond their control, including acts of God, weather conditions, strike, lock-out or other labour dispute.
- 13. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest is a violation of criminal and civil laws, and should an attempt be made, the Contest Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.
- 14. All intellectual property, including but not limited to trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned by the Contest Sponsor and/or its affiliates.
- 15. By completing the release form, the winner consents to the collection, use and distribution of his or her personal information by the Contest Sponsor for the purposes of: (i) running the Contest (ii) as permitted by these rules (for example, pursuant to these rules, the winner who accepts a Prize consents to the use of his or her personal information for publicity usages) including as permitted by any release signed, and (iii) unless the winner opts out to the receipt of marketing information from the Sponsor about the Sponsor's products and services. Personal information is defined as anything that identifies the winner as an individual, such as home telephone number, age, home address, email address, gender. Contest Sponsor will not sell or transmit this information to third parties except for the purposes of administering the Contest.