

*The following promotion is intended for viewing in Canada in the provinces of Nova Scotia, New Brunswick, Prince Edward Island and Newfoundland and Labrador only and shall be construed and evaluated according to Canadian law. Do not proceed in this promotion site unless you are a legal resident of, and located in one of the provinces of Nova Scotia, New Brunswick or Newfoundland and Labrador.*

## **OFFICIAL RULES – IRVING OIL 2019 SWIPE TO WIN A SUNNY GETAWAY SWEEPSTAKES ("OFFICIAL RULES")**

The Irving Oil 2019 Swipe to Win a Sunny Getaway Sweepstakes (the "Sweepstakes") is sponsored by Irving Oil Marketing, G.P. ("Irving") and is administrated by WSP International Limited (the "Administrators"). Irving hereinafter will be referred to as the "Sweepstakes Sponsor". LoyaltyOne, Co. is in no way connected to the management of the Sweepstakes.

Participation in the Sweepstakes constitutes the entrant's ("you" or "your") full and unconditional agreement and acceptance of these Official Rules including the decisions of the judges, which are final on all matters relating to the Sweepstakes.

**1. Basic Information:** You can automatically be entered into the drawings for one (1) of four (4) available Sunny Getaway prizes valued at \$3,000.00 as described in Rule 5 below, when you use your AIR MILES® Card at the time of purchase at any Irving location offering AIR MILES® Reward Miles in one of the provinces of Nova Scotia, New Brunswick, Prince Edward Island or Newfoundland and Labrador. To find participating Irving locations, please visit [www.theirving.com](http://www.theirving.com). For no purchase entry, see Rule 4 below. Any questions, concerns or comments regarding the Sweepstakes can be sent by prepaid mail sent to "Irving Oil Swipe to Win a Sunny Getaway, c/o P.O. Box 3009 M.I.P., Markham, ON L3R 6G4".

**2. Sweepstakes Dates:** The Sweepstakes begins at 12:00:01 am Atlantic Standard Time ("AST") on January 9, 2019 (the "Sweepstakes Start Date") and ends at 11:59:59 pm AST on March 5, 2019 (the "Sweepstakes End Date"). The period from the Sweepstakes Start Date through to the Sweepstakes End Date is known as the "Sweepstakes Period".

**3. Who Can Enter:** The Sweepstakes is open to all legal residents of the provinces of Nova Scotia, New Brunswick, Prince Edward Island, and Newfoundland and Labrador, who have reached the age of majority, as of the Sweepstakes Start Date, in the province in which they reside. Employees of Sweepstakes Sponsor, its affiliates and agents, contractors and immediate family members (defined as parents, children, siblings, and spouse) of each employee, together with those persons with whom such employees are domiciled, are not eligible to enter.

**4. How to Enter:** Throughout the Sweepstakes Period, you will receive one (1) ballot entry for every 20 litres of fuel pumped (any fuel type) when you swipe your AIR MILES® Card at the time of purchase at any Participating Irving Oil location. Each eligible ballot received will be automatically entered into the drawings, see Table 1 for draw details. Only ballots received during the sweepstakes period will be eligible to win. For a No Purchase entry, send your Name, Address, Province, Postal Code, Phone Number, E-mail Address and AIR MILES® Collector Number, clearly printed or typed on a 3" x 5" card or piece of paper to: "Irving Oil Swipe to Win a Sunny Getaway, c/o P.O. Box 3009 M.I.P., Markham, ON L3R 6G4." Each No Purchase Mail in Entry will receive one hundred and fifty (150) ballot entries. Limit one (1) No Purchase entry per person, per day. Please allow two (2) weeks for mail-in entries to be received from the date post marked. Requests for No Purchase entries must be received by March 5, 2019. If you do not have an AIR MILES® Card, you can enroll in the AIR MILES® Reward Program online at [www.airmiles.ca](http://www.airmiles.ca). By enrolling to become an AIR MILES® Collector, you agree to be bound by the terms and conditions of the AIR MILES® Reward Program as amended from time to time.

**5. Prize Details:** There will be four (4) drawings on the basis of one (1) per participating province from amongst all eligible entries received during the Sweepstakes Period. A total of four (4) prizes of a Sunny Getaway valued at \$3,000.00, will be awarded following the schedule in Table 1 below. Each prize will be awarded as a cheque, payable to the winner.

**Table 1 – Drawings Schedule:**

Drawing #	Prize	Province	Quantity Available:	Draw Date
1	Sunny Getaway Valued at \$3,000.00	New Brunswick	1	March 13, 2019
2	Sunny Getaway Valued at \$3,000.00	Prince Edward Island	1	March 13, 2019
3	Sunny Getaway Valued at \$3,000.00	Nova Scotia	1	March 13, 2019
4	Sunny Getaway Valued at \$3,000.00	Newfoundland and Labrador	1	March 13, 2019
		<b>Total:</b>	<b>4</b>	

**6. Notification and Redemption:** If you have been drawn as a selected prize winner, the Sponsor or Administrator will notify you via e-mail, postal mail and / or phone. If the selected winner does not respond to the Administrator’s notification within fourteen days (14) days of the Prize Draw and the Sponsor or Administrator has made two (2) separate contact attempts, the potential winner will be disqualified and a new potential winner will be drawn. As a condition of awarding the prize, winner must have completed, within seven (7) days of receipt, the Sweepstakes Sponsor’s Statement of Compliance, Release, and Indemnity (“Release Form”) under which, among other matters, winner confirms his/her compliance and eligibility with these Official Rules, correctly answers, unaided, a mathematical skill testing question and releases and indemnifies Game Sponsor, Administrator and other certain parties. If a potential winner refuses or fails to timely return the required documents in accordance with these Official Rules, or is found to have violated the Official Rules of the Game in any way, or is deemed ineligible to receive a prize for any reason, or if any prize or prize notification from Game Sponsor or Administrator is returned as undeliverable, the potential winner will be disqualified and will be deemed to have forfeited the prize in question and the Game Sponsor will hold a drawing to select an alternate prize winner from among the pool of eligible entries received. Prize will be awarded at the winner’s local participating Irving Oil location. Please allow four (4) to six (6) weeks for redemption of your prize.

**7. Publicity:** Acceptance of a Prize constitutes permission for Sweepstakes Sponsor to use the winner's name, likeness, voice and comments for advertising and promotional purposes worldwide in any media without limitation and without additional compensation unless prohibited by law. The names of the Prize Winners may be published on [www.theirving.com/sun](http://www.theirving.com/sun).

**8. Odds:** Odds of winning depend on the total number of eligible entries received during the Sweepstakes Period.

**9. Restrictions:** The following are prohibited and will result in automatic disqualification from the Sweepstakes: (1) using any method that artificially increases odds of winning; (2) non-compliance with these Official Rules; and (3) any other act which the Sweepstakes Sponsor determines in its sole discretion, jeopardizes the integrity or proper conduct of the Sweepstakes.

**10. Privacy:** Sweepstakes Sponsor will be collecting personal data about you for the administration of the Sweepstakes and for purposes of internal market research. No such personal data will be transferred or sold to any third party except in the following circumstances:

- when you give us permission to do so;
- when, in good faith, we believe the law requires disclosure;
- to affiliated companies, provided that our affiliated companies and their agents and advisors and their respective employees are restricted from using the information for any other purpose other than as described in these Official Rules; and
- to our respective agents for data processing purposes, our respective professional advisors and promotional and marketing agencies, provided that such agents, professional advisors and promotional and marketing agencies are restricted from using the information for any purpose other than as described in these Official Rules.

Sweepstakes Sponsor may match aggregated, statistical use information to parameters established by third parties, without releasing user information. This information will not contain any personally identifiable information. Sweepstakes Sponsor may share aggregate information with trading partners, co-branded sites, participating

sponsors and advertisers; however, this aggregated information will not contain personally identifiable information. To access to the information you have supplied when registering for your AIR MILES® Collector Account, or to update or rectify your information, must be made by going to [www.airmiles.ca](http://www.airmiles.ca).

**11. Winners' List:** The name of the winners will be available until March 5, 2020 by email at [gamemaster@irvingfun.ca](mailto:gamemaster@irvingfun.ca) or by mail when sending a self-addressed stamped envelope to "Irving Oil Swipe to Win a Sunny Getaway Winner List Request, c/o P.O. Box 3009 M.I.P., Markham, ON L3R 6G4".

**12. General Terms and Conditions:** This Sweepstakes is void outside the provinces of Nova Scotia, New Brunswick, Prince Edward Island and Newfoundland and Labrador and where prohibited by law, and is subject to all applicable federal, provincial, and local laws and regulations. By accepting any prize, winners acknowledge that the Sweepstakes Sponsor has neither made, nor is in any manner responsible or liable for any representations, guarantees or warranties, express or implied, in fact or in law, regarding any awarded prize, including but not limited to its quality, merchantability or mechanical condition. By participating in the Sweepstakes, each participant agrees to release and hold the Sweepstakes Sponsor, LoyaltyOne, Co. and their employees, officers, directors, shareholders, agents, parent companies, affiliates, subsidiaries, advertising, promotion, fulfillment agencies and legal advisors (collectively the "Released Parties"), harmless from any and all losses, damages, rights, claims and actions of any kind arising from or in connection with participation in the Sweepstakes or the acceptance, possession, or use of any prize, including without limitation, any loss, personal injury, death, property damage, and claims based on publicity rights, defamation, or invasion of privacy. All entries become the property of Sweepstakes Sponsor and will not be returned. "Released Parties" are not responsible for any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from an entrant's participation in the Sweepstakes or from downloading any material from the Sweepstakes Sponsor's Servers or from any other Internet web site, regardless of whether the material was prepared by Sweepstakes Sponsor, or a third party.

**CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY CORRUPT THE SWEEPSTAKES OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO DISQUALIFY, PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**

The Released Parties are further not responsible for: (i) electronic transmissions or entries that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed, or misdirected; (ii) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation of transmission, communication failures, destruction or unauthorized access to, or alteration of, entries; (iii) failed or unavailable hardware, network, software or telephone transmissions, damage to entrants' or any person's computer and/or its contents, or causes beyond Sweepstakes Sponsor's reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Sweepstakes; (iv) any entries submitted in a manner that is not expressly allowed under these rules; or (v) incorrect or inaccurate entry information whether caused by entrants or by any of the equipment or programming associated with or utilized in the Sweepstakes. All incomplete or non-conforming entries will be disqualified. If for any reason this Sweepstakes cannot be executed as planned, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cause(s) beyond the reasonable control of Sweepstakes Sponsor that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Sweepstakes, or if the Sweepstakes is compromised or becomes technically corrupted in any way, electronically or otherwise, Sweepstakes Sponsor reserves the right to terminate the Sweepstakes.

Total approximate retail value of all available prizes is \$12,000.00.

Game Sponsor: Irving Oil Marketing, G.P., Saint John, New Brunswick, Canada. Administrator: WSP International Limited, Markham, ON, Canada.

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