

LIVING HOUSE WEBSITE RAFFLE
Official Rules (the “Rules”)

NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT IMPROVE CHANCES OF WINNING. THE RAFFLE IS VALID IN CANADA, AND THE USA ONLY, EXCLUDING THE PROVINCE OF QUEBEC AND PUERTO RICO (AND IS OPEN ONLY TO ELIGIBLE PERSONS, AS SPECIFIED IN THE RULES BELOW). VOID ELSEWHERE AND WHEREVER PROHIBITED. DO NOT PARTICIPATE IN THE RAFFLE IF YOU DO NOT FALL WITHIN THE ELIGIBILITY REQUIREMENTS AS SET FORTH BELOW.

By entering this Raffle, entrants agree to abide by these rules and regulations (the “Rules”). No groups, clubs or organizations may reproduce or distribute any portion of these Official Rules to its members. In the event of any violation of such terms of service, the Sponsor may, in its sole and absolute discretion, disqualify you from the Raffle.

Raffle Period

1. The LIVING HOUSE Website Raffle (the “**Raffle**”) commences at 12:00:01 AM EST on Monday, January 31 2022, and ends at 11:59:59 PM EST on Sunday, February 13, 2022. (the “**Raffle Period**”). All entries must be received by 11:59:59 PM EST on Sunday, February 13, 2022 (the “**Raffle Closing Time**”). Entries submitted after the Raffle Closing Time will not be accepted.

Eligible Persons

2. The Raffle is only open to legal residents of Canada, excluding the Province of Quebec, and legal residents of the fifty (50) United States (including District of Columbia, but excluding Puerto Rico) who have reached the age of majority in their Province, State, or Territory of residence at the time of entry, excluding: (a) employees, directors, officers, representatives and agents of: (i) Bayview Flowers Ltd., (the “**Sponsor**”); (ii) any affiliates of the Sponsor; (iii) any of the Sponsor’s advertising, promotion and fulfillment agencies involved in the development or execution of the Raffle in any way; and (b) all persons with whom those specified in (a) are domiciled or immediately related. The persons and entities specified in (a) and (b) are referred to collectively herein as the “**Raffle Entities**”. For the purposes of these Rules, two people are “immediately related” if one is the husband, wife, spouse, common-law partner, son, stepson, son-in-law, daughter, stepdaughter, daughter-in-law, sister, stepsister, sister-in-law, brother, stepbrother, brother-in-law, mother, stepmother, mother-in-law, father, stepfather or father-in-law of the other. For clarity, groups, clubs, organizations, businesses and commercial and non-commercial entities cannot enter the Raffle.

3. An entrant must meet the eligibility requirements set out in these Rules from the time of entry until the time he/she/they is confirmed a winner (if he/she/they becomes a winner).

How To Enter

4. **NO PURCHASE NECESSARY. Purchase is not required to enter the Raffle and will not improve your chances of winning.** This Raffle takes place over a questionnaire on a Microsoft Form Link provided [here](#), hosted by the Sponsor.

5. Once you have completed the survey, take the following steps during the applicable Raffle Period to receive one (1) entry into this Raffle, subject to these Rules, and a chance to win one of the Raffle prizes (the “**Prizes**”):

- a) Complete the marked mandatory questions on the questionnaire
- b) Consent 'Yes' to the Raffle Entry on question ten (10).
- c) Provide a valid e-mail address in question eleven (11)

The above (a), (b), and (c) will constitute as an ("**Entry**")

7. Where you use a mobile device to access the questionnaire data rates may apply. Please consult with your mobile device service provider regarding rate plans

8. By submitting an entry, you warrant and represent that: (i) the entry is your original work, experience, or opinion, created solely by you, (ii) the entry has not been previously published; (iii) the entry does not infringe upon the intellectual property rights, or defame or invade the publicity or privacy rights, of any third party, living or deceased; (iv) that the entry complies with the Submissions Guidelines. You agree to indemnify and hold harmless Sponsor from any claims to the contrary.

By entering, you agree as follows: (i) you acknowledge that your entry, may be used by the Sponsor; (ii) you give the right and authority to, and do hereby, grant to Sponsor an irrevocable, non-exclusive, royalty-free worldwide license in perpetuity to reproduce, store, copy, broadcast, display, distribute, edit, alter, combine with other material, publish, post, commercialize and/or otherwise use without limitation all or any part of the entry in any manner or media; (iii) you waive any and all moral rights that you may have in and to the entry with respect to the uses contemplated herein ; and , (iv) you agree to release and hold harmless Sponsor from and against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related cause of action that relates in any way to Sponsor's use of the entry.

9. Limit of one (1) Entry per person. Once an entrant has reached this limit, any additional entries submitted by an entrant in excess of this limit will be disqualified and will not constitute eligible entries in the Raffle. Further, if any entrant attempts to obtain more than the specified number of entries, the Sponsor may, in its sole and absolute discretion, disqualify the entrant from the Raffle and disqualify all of that entrant's entries.

10. All entries are subject to verification at any time. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility from any entrant, which proof shall be in the form required by the Sponsor. Failure to provide proof of identity and/or eligibility to the satisfaction of the Sponsor in a timely manner may result in disqualification.

Prizes and Odds of Winning

11. There are a total of five (5) Prizes (each, "**Prize**") available to be won at the outset of this Raffle. Each Prize consists of an e-gift card for a home and/or grocery retailer with a value of fifty dollars (\$50 CAD or USD), depending on the region of winner's residency. The approximate odds of winning a Prize depend on the total number of eligible entries received by the Raffle Closing Time. The e-gift card's retailer applicability will be decided by the Sponsor and can include home and/or grocery retailers such as but not limited to: Walmart, Amazon, Kroger. No retailer mentioned is in any way affiliated with this Raffle nor are any a sponsor of this Raffle. The Prize has no affiliation with any retailer.

12. Limit of one (1) Prize per person.

13. All amounts and costs related to any Prizes, including but not limited to all income, sales, use and other taxes (and the reporting thereof) imposed as a result of the award of a Prize, which are not expressly covered by the Sponsor are the responsibility of the individual winner. It is the individual winner's responsibility to understand and abide by any federal, provincial, state, territorial, local or foreign tax laws that may apply to receipt of a Prize.

14. A person eligible to win a Prize must accept the Prize as awarded and may not transfer such Prize

or substitute or exchange for, or apply the Prize's value towards, cash or a higher cost or alternative prize. All Prizes are non-refundable, cannot be replaced if lost or stolen and are provided on an "as is" basis, without any representation or warranty of any kind. The Sponsor reserves the right, in its sole and absolute discretion, to make substitutions of equivalent or greater kind or value in the event of the unavailability of all or part of a Prize or for any other reason whatsoever.

How Prizes are Awarded

15. A random draw (a "**Draw**") to award the Prizes, subject to these Rules (including the verification and skill-testing question requirements), will be held on Monday, February 14, at approximately 11:00 AM EST in Jordan Station, Ontario from all eligible Raffle entries received during the Raffle Period. Five (5) potential winners will be randomly selected in the Draw for each Prize available to be won. The Prize Draw will be conducted by the Sponsor.

16. If, for any reason whatsoever, by the time of a Prize Draw no eligible entries have been received or there is an insufficient number of eligible entries to award all of the Prizes allocated to that Prize Draw, any unawarded Prizes will be awarded during the next applicable Prize Draw. This process will be repeated until all Prizes for the Raffle are awarded. If, for any reason whatsoever, any Prizes are not awarded following the completion of the final Prize Draw, those Prizes will not be awarded.

17. The Sponsor and/or its representatives may respond or otherwise engage with Raffle participants during the Raffle Period, but such interactions will have no impact on the process through which Prizes are awarded in accordance with these Rules.

18. Within two (2) business days of the date on which his/her entry is selected as a potential winner, the potential winner of each Prize will be notified via the email the potential winner provided in the questionnaire, requesting a response from the potential winner. If the potential winner fails to respond within seventy-two (72) hours, then, at the Sponsor's sole and absolute discretion, that potential winner may be disqualified without liability to the Sponsor. In the event of such a disqualification, an alternate potential winner will be selected from among the remaining eligible entries, either through a random draw, the exact process to be determined by the Sponsor in its sole and absolute discretion, subject to these Rules. The potential winner will then receive official notification via email. Through the winner notification process, the potential winner must confirm his/her/their eligibility and indicate his/her/their willingness to accept the applicable Prize.

Declaration and Release and Skill-Testing Question

19. Before being confirmed as a winner of a Prize, each potential winner must complete and return, within fourteen (14) days of date of receipt, a Declaration and Release Form (the "**Declaration and Release**"), which (among other things):

- (a) confirms compliance with these Rules;
- (b) acknowledges acceptance of the Prize as awarded;
- (c) releases the Raffle Entities (the Sponsor) and each of their respective officers, directors, employees, agents, representatives, successors and assigns (collectively, the "**Releasees**") from any and all liability in connection with this Raffle, the potential winner's participation therein and the awarding and use/misuse of the Prize or any portion thereof; and
- (d) confirms the potential winner's consent to the publication, reproduction and/or other use of his/her/their statements about the Raffle and commentary in the questionnaire as part of their Entry without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner whatsoever, including, without limitation, print, broadcast and the internet.

20. Further, prior to being confirmed as a winner of a Prize, each potential winner must also correctly answer a mathematical skill-testing question contained in the Declaration and Release, without assistance of any kind, whether mechanical, electronic or otherwise.

21. If a potential winner fails to return the properly executed Declaration and Release within the specified time period, the Sponsor may, in its sole and absolute discretion, disqualify the potential winner, thereby forfeiting any and all rights the potential winner may have to the Prize. In the event of such disqualification, an alternate potential winner will be selected from among the remaining eligible entries through a random draw, the exact process to be determined by the Sponsor in its sole and absolute discretion, subject to these Rules.

22. If a selected potential winner does not meet the eligibility requirements, does not correctly answer the mathematical skill-testing question, does not complete and return the Declaration and Release, is unable or unwilling to accept the Prize as offered or elects to decline the Prize, he/she/they may be disqualified at the sole and absolute discretion of the Sponsor and an alternate potential winner may be selected from among the remaining eligible entries through a random draw, the exact process to be determined by the Sponsor in its sole and absolute discretion, subject to these Rules. Any disqualified winner will not receive any alternate prize, substitution or compensation.

23. Upon satisfaction of all requirements of these Rules, including, without limitation, receipt of the completed Declaration and Release, winners will be contacted to make further Prize delivery arrangements.

Privacy

24. The Sponsor respects your right to privacy and works at all times to comply with all applicable data protection and privacy laws. Except as expressly set out in these Rules, in the Sponsor's Privacy Policy (available on <http://bayviewflowers.com/about-us/privacy-policy>), or as otherwise agreed to by you, any personal information provided in connection with this Raffle will only be collected, used and disclosed by the Sponsor and its third party partners and service providers for the purposes of administering and conducting this Raffle, including, without limitation, verification of eligibility and identity and awarding and delivering Prizes. Please note that personal information provided as part of this Raffle may be collected in, transferred to and processed and stored in jurisdictions outside of Canada/USA. Such information will be subject to the general laws applicable within those jurisdictions, including, without limitation, possible access by regulatory authorities. The Sponsor will not sell, share or otherwise disclose personal information provided in connection with this Raffle to or with third parties or agents, other than to third parties or agents engaged by the Sponsor to fulfill the above purposes or as permitted or required by the applicable laws.

Additional Rules and Restrictions

25. By participating in this Raffle, entrants agree to abide by and be bound by these Rules and the decisions of the Sponsor, which shall be final and binding on all entrants in all matters relating to this Raffle. In the event an entrant wins a Prize and is later found to be in violation of these Rules, he/she/they will be required to forfeit the Prize or to reimburse Sponsor for the stated value of the Prize if such violation is discovered after winner has used the Prize. False, fraudulent or deceptive entries or acts shall render entrants ineligible for the Prize.

26. Proof of sending (regardless of method) is not proof of receipt by the Sponsor. Incomplete, altered, mutilated or garbled entries will be disqualified. The Releasees are not responsible for lost, late, misdirected, garbled, stolen, incomplete, invalid, unintelligible or damaged entries, or for entries submitted in a manner that is not expressly allowed under these Rules, or for any entry not submitted or received due to any technical error or failure, unauthorized human intervention, inaccurate capture or mis-entry of any required information, the effects of hackers, the failure of any electronic equipment, computer transmissions and/or network connections or any other reason beyond

Sponsor's reasonable control; all of which will be disqualified. The Releasees are not responsible for mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including, without limitation: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an online entrant's ability to participate in the Raffle, and any injury or damage to entrant's or any other person's computer related to or resulting from participating in or downloading any information necessary to participate in the Raffle. Entrants are restricted to use of ordinary and typical computer equipment and internet access use in respect of the Raffle.

27. The Releasees are not responsible for the cancellation or postponement of any component of this Raffle or any associated programs and materials. The Releasees are not responsible for any other errors of any kind, whether computer, technical, typographical, printing, human or otherwise, relating to or in connection with the Raffle. The Releasees are not responsible for typographical or other errors in the offer or administration of this Raffle, including, without limitation, errors which may occur in connection with the printing or advertising of this Raffle, these Rules, administration or execution of the Raffle, the conducting of the prize drawing, the cancellation of any element of a Prize, the processing of entries or in the selection or announcement of a Prize or Prize winner.

28. Each entrant must submit an entry and participate in the Raffle on his/her/their own behalf. Any entry submitted on behalf of another individual, on behalf of a group or organization, or using another person's email address, name or other personal information will be disqualified and ineligible to claim any Prize.

29. Any attempt by any entrant to obtain more than the specified number of entries by using (or attempting to use) multiple names, identities, email addresses, registrations or logins, or by any other means whatsoever, will entitle the Sponsor, in its sole and absolute discretion, to void that entrant's entries and disqualify that entrant from the Raffle. Entries by any means which subvert the entry process will be void. Any Entry that is determined by the Sponsor, in its sole and absolute discretion, to have failed to have been fully completed and submitted during the Raffle Period will be rejected. Use (or attempted use) of any automated, macro, script, robotic or other systems or programs to enter or otherwise participate in, subvert or disrupt the Raffle, and any other attempt to manipulate, tamper with or defraud any element of this Raffle, is prohibited and is grounds for disqualification by the Sponsor in its sole and absolute discretion.

30. In the event of a dispute as to any entry, the authorized account holder of the email address included in the Entry for that entry will be deemed to be the entrant and he/she/they must be eligible according to these Rules. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. All entries received become the property of the Sponsor and will not be returned or acknowledged.

31. The sole determinant of the time of receipt of an entry for the purposes of determining the eligibility of that entry shall be the Sponsor or Raffle Administrator's computer or server.

32. By participating in the Raffle, except to the extent prohibited by applicable legislation, each entrant:

(a) consents to the publication, reproduction and/or other use of his/her/their statements about the Raffle and/or answers in the questionnaire without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner whatsoever, including, without limitation, print, broadcast and the internet;

(b) releases and agrees to defend and indemnify the Releasees from and against any and all liability, claims, losses, actions or damages of any kind, whether actual, incidental or consequential, for injury (including but not limited to death), damages, losses or expenses arising out of or relating to an entrant's participation in this Raffle, or the acceptance, possession or use/misuse of any Prize or participation in prize-related activities (including but not limited to activity related thereto);

(c) agrees not to make any claim against any of the Releasees, or against any third party that may result in a claim against any of the Releasees, in respect of any matter in any way relating to or arising in connection with the Raffle; and

(d) acknowledges and agrees that the Releasees make no warranty, guaranty or representation of any kind concerning any Prize and disclaim any implied warranty.

33. The Releasees shall not be liable to Prize winners or any other person for failure to supply any Prize or any part thereof by reason of any acts of God, any actions, regulations, orders, or requests by any governmental entity, equipment failure, terrorist acts, war, fire, unusually severe weather, embargo, labour dispute or strike, labour or material shortage, transportation interruption of any kind, or any other cause beyond the reasonable control of the Releasees.

34. Sponsor reserves the right, to cancel, modify, suspend or terminate the Raffle, to change any Raffle draw dates and to modify these Rules at any time without notice, for any reason, including, without limitation, if, in the opinion of the Sponsor, in its sole and absolute discretion:

(a) fraud, misconduct or technical failures destroy or threaten the integrity of any portion of the Raffle;

(b) a computer virus, bug, or other technical problem corrupts the administration, security, or proper conduct of the Raffle; or

(c) there is any accident or printing, administrative or other error of any kind related to the Raffle.

In the event of an early termination of the Raffle, Sponsor reserves the right to determine the Prize winners in a random drawing from among all eligible, non-suspect entries received as of the time/date of such termination.

35. The Sponsor reserves the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Rules, to the extent necessary, for purposes of verifying compliance by any entrant or entry with these Rules, or as a result of technical problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Raffle as contemplated in these Rules.

36. The Sponsor may, in its sole and absolute discretion, and without notice, terminate the right of any entrant to participate in the Raffle.

37. In the event of any discrepancy or inconsistency between the terms and conditions of these English Rules and disclosures or other statements contained in any Raffle-related materials, including, but not limited to, the website, and/or point of sale, television, print or online advertising, the terms and conditions of these English Rules shall prevail, govern and control.

38. Except where prohibited by law, by completing the act of entering the Raffle, each entrant agrees that the Raffle, and all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, shall be governed by the laws in force in the Province of Ontario and the federal laws of Canada applicable therein (excluding any conflict of laws, rule or principle that might refer such interpretation to the laws of another jurisdiction). Each entrant irrevocably submits to the non-exclusive jurisdiction of the courts of Ontario with respect to any matter related to this Raffle.

39. If any provision of these Rules is determined to be invalid or unenforceable, the remaining provisions of these Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained herein.

40. Except where prohibited by law, by participating in this Raffle, each entrant agrees that (a) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs

associated with entering this Raffle, and in no event will entrant be entitled to receive lawyers' fees or other legal costs; and (b) under no circumstances will entrant be permitted to obtain awards for, and entrant thereby waives all rights to claim, punitive, incidental, and consequential damages, and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

41. A copy of these Rules is available on www.livinghouse.ca/news (the "Website"). If you have any questions regarding the Raffle, please contact the Sponsor through email at info@livinghouse.ca