Boxing Day Sweepstakes Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

- 1. Eligibility: Boxing Day Sweepstakes (the "Sweepstakes") is open only to legal residents of Canada (excluding Quebec) who are at least eighteen (18) years old or the age of majority in their place of residence or older at the time of entry. Employees and their immediate families (parent, child, spouse or sibling and their respective spouses, regardless of where they reside), and those living in their same households, whether or not related, of Bed Bath & Beyond Canada L.P., Bed Bath & Beyond Inc., HelloWorld, Inc., Unique Travel, Corp., Unique Vacations Canada, Inc. and their respective parents, affiliates, subsidiaries, retail locations, advertising and promotion agencies along with the officers, directors, owners, members, agents and employees of each of them, and companies involved in the implementation and execution of the Sweepstakes (and their respective parents) are not eligible to enter or win. The Sweepstakes is subject to all applicable federal, state, provincial, territorial and local laws and regulations and is void in Quebec and where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- **2. Sponsor:** Bed Bath & Beyond Canada L.P., 845 Marine Drive Unit 200 North Vancouver, BC V7P 0A8. **Administrator:** HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075, U.S.A.
- **3. Timing:** The Sweepstakes begins on December 26, 2018 at 8:00 a.m. United States Eastern Time ("ET"), ends on January 9, 2019 at 11:59 p.m. ET (the "Promotion Period") and consists of fifteen (15) independent "Daily Entry Periods" and a Grand Prize Entry Period that spans the entire Promotion Period. Each Daily Entry Period starts at 12:00 a.m. ET and ends at 11:59 p.m. ET, except for the First Daily Entry Period which starts at 8:00 a.m. ET. Facebook Inc.'s servers are the official time-keeping devices for the Sweepstakes.
- **4. How to Enter:** During the Promotion Period, visit either the Bed Bath & Beyond ® Canada Facebook page (www.Facebook.com/BedBathAndBeyondCA) or the buybuy Baby ® Canada Facebook Page (www.facebook.com/buybuyBABYCA) or your Facebook newsfeed and respond to the question posted as a comment to one of the posts. You will receive one (1) entry into the applicable Daily Entry Period drawing associated with the time and date of your qualified comment as well as all subsequent Daily Entry Periods and one (1) entry into the Grand Prize drawing. Qualified comments must be responsive and may not be indecent, obscene, hateful, tortious, defamatory, or libelous or contain material that violates or infringes another's rights, or disparage Sponsor, or any other person or party or contain material that is unlawful in any way. Sponsor reserves the right to disqualify any comment that it finds unlawful, or in violation of these Official Rules, all in its sole discretion.

<u>Limit</u>: You may enter one (1) time during the Promotion Period. Multiple entrants are not permitted to share the same Facebook account. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different Facebook accounts, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration,

the authorized account holder of the Facebook account used will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address used to create the Facebook account. The potential winner may be required to show proof of being an authorized account holder.

- 5. Grand Prize Drawing: Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners are final and binding in all matters related to the Sweepstakes. Administrator will randomly select each potential Daily Entry Period winners from all eligible entries received for each Daily Entry Period. Administrator will randomly select the potential Grand Prize winner from all eligible entries received during the Promotion Period. drawings will occur on or around January 10, 2019. Sponsor will notify each potential winner by replying to the Facebook Comment entry. Each potential winner will be required to reply to the Sponsor via a private message within 48 hours. Sponsor will respond to the private message with instructions for the potential winner to contact Administrator within 48 hours to confirm eligibility. In addition each winner will be required to correctly answer a timelimited mathematical skill testing question without any assistance in order to be eligible to receive a prize. Potential winners who do not respond to Sponsor or Administrator within specified time periods will be disqualified. The potential Grand Prize winner will also be required to sign and return a Declaration of Compliance, Liability and Publicity Release ("Declaration") within seven (7) days of the date notice or attempted notice is sent in order to claim the prize. Travel Companions will also be required to sign a Travel Companion Liability & Publicity Release. If a potential winner cannot be contacted, fails to sign and return the Declaration or provide any other requested information within the required time period as required, the potential winner forfeits the prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner forfeits the prize or is disqualified for any reason, Sponsor will award the prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded.
- **6. Prizes:** ONE (1) GRAND PRIZE: A four-night land-only stay for winner and guest at any of the following Sandals resorts in Jamaica: Sandals South Coast, Sandals Negril, Sandals Montego Bay, Sandals Inn, Sandals Royal Caribbean or Sandals Ochi Beach Resort, and a cheque for \$1,500 CAD to assist with air travel expenses. Sandals Royal Plantation is excluded. The Sandals resort experience includes four-nights' Luxury Included® accommodations (one room, double occupancy) at winner's choice of one (1) of the listed Sandals resorts, all meals, unlimited premium brand beverages, daily & nightly entertainment, all land and water sports, including daily scuba diving (for certified divers), snorkeling (rental equipment at a fee), Wi-Fi in all rooms and public areas, gratuities, taxes and transfers to and from the resort designated airport. All other costs including but not limited to telephone calls, Red Lane® Spa treatments and services, specialty dining (i.e. candlelight dinners), tours & excursions, inter-island transportation, SCUBA certification courses, island departure taxes and purchases made at the Sandals Specialty Shops are not included. Winner must complete travel between January 30, 2019 and January 30, 2020 or prize will be forfeited. No extension time will be given after the prize has expired. Prize is not transferable or redeemable for cash. The prize is subject to space availability and selected blackout dates including but not limited to March Break, Christmas, New Years and generally three (3) days before/after any major Canadian and U.S. holiday. In addition, travel during the months of January - March may be restricted during the busy winter season. Reservations may not be confirmed until 30 days prior to the selected travel date. Sandals Resorts reserves the right to advise the confirmed prize winner of the need to relocate from their original resort of choice to an alternate Sandals (or resort within their chain) based upon availability of space for the secured travel dates for any circumstance

beyond the resort's control. All expenses and incidental travel costs not expressly stated in the package description above are not included in the prize. Approximate Retail Value: \$4,816 CAD. Actual value will vary based on resort selected. Sandals is a couples resort, and both guests must be 18 years of age and older as of the date of departure. Winner and travel companion are solely responsible for obtaining air travel to destination, valid passports and any other documents necessary for international travel.

<u>FIFTEEN (15) DAILY PRIZES</u> (1 awarded each Daily Entry Period): \$100 CAD Bed Bath & Beyond™ Gift Card (terms and conditions apply). Card is redeemable at Bed Bath & Beyond or buybuy BABY (in store and online).

<u>For All Prizes</u>: Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winner is responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning a Daily Prize depend on the number of eligible entries received through the end of the applicable Daily entry Period. The odds of winning the Grand Prize depend on the total number of eligible entries received during the Promotion Period. Prize will be fulfilled approximately 8-10 weeks after the conclusion of the Sweepstakes. <u>Limit</u>: One (1) Daily Prize and one (1) Grand Prize per person.

- **7. Release:** By receipt of any prize, winners agree to release and hold harmless Sponsor, Bed Bath & Beyond Inc., Unique Travel Corp., Administrator, Facebook, Inc., and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize.
- **8. Publicity:** Except where prohibited, participation in the Sweepstakes constitutes each winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown, state or province for promotional purposes in any media, worldwide, without further payment or consideration.
- **9. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
- **10. Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or

disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

- 11. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.
- **12. Entrant's Personal Information:** Information collected from entrants is subject to Sponsor's Privacy Policy https://www.bedbathandbeyond.ca/store/static/PrivacyPolicy and to Administrator's Privacy Policy http://www.helloworld.com/privacy-policy.
- **13. Winner List:** For a winner list, visit https://bit.ly/2Ga7nmK. The winner list will be posted after winner confirmation is complete.
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