# "Spin to Win" CONTEST

### **Contest Rules**

1. The Spin to Win Contest (the "Contest") is held in the territory of Yukon and the provinces of British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Quebec, Newfoundland & Labrador, Nova Scotia, New Brunswick and Prince Edward Island by Parkland Corporation (hereinafter the "Contest Organizer") from July 20 (12 a.m. EST) to September 13 (11:59 p.m. EST), 2022, inclusively (hereinafter the "Contest Period"). The Contest is governed by these rules (the "Contest Rules").

### **ELIGIBILITY**

- 2. The Contest is open to residents of Yukon, British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Quebec, Newfoundland & Labrador, Nova Scotia, New Brunswick and Prince Edward Island who (i) have reached the age of majority in their province of residence; and (ii) are existing fully enrolled members of the JOURNIE Rewards program, with the exception of the Contest Organizer's or the Canadian Imperial Bank of Commerce ("CIBC") employees, representatives, and agents, those of any company, corporation, subsidiary, or other legal entity controlled by or related to the latter, the participating establishments, suppliers of materials, promotional, advertising or other service entities relating to the Contest (the "Contest Parties"), as well as any member of their immediate family (brothers, sisters, children, father, mother), their legal or common-law spouse, and individuals with whom such employees, representatives and agents are domiciled. By participating in the Contest, participants agree to be bound by the Contest Rules.
- 3. In order to be eligible to participate in the Contest and receive a Play (defined below), individuals must have or obtain a physical JOURNIE Rewards card (a "Physical Card", available at local participating Chevron, Fas Gas, Pioneer and Ultramar service-stations) or a digital JOURNIE Rewards card (a "Digital Card", available via the JOURNIE Rewards Mobile App (the "App"). In order to receive a Play, each entrant must also have a JOURNIE Rewards account (an "Account") enrolled with their Physical Card or Digital Card (either via the App or the JOURNIE Rewards website, https://journie.ca/en-CA (the "Website"), and must confirm their consent to participate and their acceptance of the Contest Rules before using their Play. Eligible JOURNIE Rewards members who have not consented to the Contest Rules may log into their account on the Website and confirm their consent prior to redeeming their first Play. For greater certainty, an entrant who has a Physical Card that is not enrolled with an Account may receive Plays but must enroll their Physical Card with their Account in order to reveal such Plays in accordance with these Rules. In addition, non-digital members of the JOURNIE Rewards program, namely members who have enrolled with a phone number only, are not eligible to participate in the Contest as such members cannot access their account on the Website.

## **HOW TO PLAY**

- **4.** Eligible individuals may enter the Contest and receive Plays through one of the two following options:
  - Participation through a purchase. Eligible JOURNIE Rewards members may enter
    the Contest by swiping/scanning their JOURNIE Rewards membership card with any
    qualifying purchase paid at the fuel pump or inside a participating store, maximum of
    one (1) qualifying transaction per day during the Contest Period. A qualifying purchase

must include fuel and/or convenience store items. Eligible purchases of alcohol item(s) at participating locations in Quebec will also qualify to earn a Play. Eligible convenience store purchases exclude gift cards, tobacco & alcohol item(s) purchased outside of Quebec, or in Quebec at non-participating locations. One qualifying purchase per day made during the Contest Period with a linked CIBC card and a JOURNIE Rewards membership card will award the entrant two (2) Plays that will be made available via their Account on the Website to spin the Spin to Win Wheel (hereinafter "the Wheel"). One qualifying purchase per day made during the Contest Period with a JOURNIE Rewards membership card without a linked CIBC card will award the entrant one (1) Play that will be made available via their Account on the Website to spin the Wheel. Members will be notified via email and app notification that they have earned Plays, as long as they have consented to receiving promotional communications from the Contest Organizer. Visit Journie.ca or go on the JOURNIE App for a list of participating service stations and convenient stores.

- Participation without a purchase. Eligible JOURNIE Rewards members who wish
  to enter the Contest without making a purchase can do so by calling the Contact Centre
  at 1-833-JOURNIE (568-7643) and providing their full name and their JOURNIE
  Rewards membership card number. Participants with a JOURNIE Rewards account
  who have consented to receiving promotional emails from the Contest Organizer will
  receive an email with two (2) Plays to spin the Wheel.
- 5. Limit of participation. There is a limit of one (1) Play per eligible transaction per day for JOURNIE Rewards members not linked to a CIBC account, two (2) Plays per day for JOURNIE Rewards members that pay with a linked CIBC card and two (2) Plays for JOURNIE Rewards members who call the Contact Centre and choose to participate without a purchase.
- 6. Expiration of Plays. Plays will expire if unclaimed within 3 days (72 hours) from issuance.

### SPINNING THE WHEEL

Each eligible entrant will receive an email or an App notification sent by the Contest Organizer to members of the JOURNIE Rewards program who have consented to receiving promotional emails from the Contest Organizer. They will need to follow the on-screen instructions to open the Contest page during the Contest Period and correctly answer, without mechanical or other aid, a mathematical skill-testing question (in accordance with the on-screen instructions provided). They will have a maximum of two (2) chances to successfully answer the skill-testing question in one day. If they are unsuccessful in answering the skill-testing question in 2 attempts, they will be unable to try again until the next day when their attempts reset. This process continues until the member answers the question correctly, or until their Play(s) expire after 3 days. After providing the correct answer to a skill-testing question as set out above, an entrant may continue on the Contest Page to activate the Play(s) received. Each Play gives the entrant a chance to spin the Wheel and reveal whether they won a Prize (defined below). To reveal Play(s) received, an entrant must be logged in to their account, and follow the onscreen instructions to spin the Wheel.

#### **PRIZES**

- **8.** A total of 244 grand prizes and 610,200 instant prizes are available to be won at the beginning of the Contest Period, as follows below.
- **9.** Prizes must be accepted as such, without possibility of substitution.

- **10.** Odds of winning depend on the number of eligible entries received during the Contest Period.
- **11.** The total number of Prizes available to be won will decrease as they are revealed and claimed in accordance with these Rules.

## **GRAND PRIZES**

- 12. Two (2) prizes consisting of 2023 Yamaha Kodiak 450 EPS SE ATV's. Approximate Retail Value ("ARV"): \$10,199.00 CAD (each) (excluding license, insurance, freight, PDI, and/or taxes). The following terms apply to each 2023 Yamaha Kodiak 450 EPS SE ATV Prize: (i) prize cannot be redeemed for cash value, or exchanged for other Yamaha products; (ii) prize cannot be redeemed, exchanged or returned at an authorized Yamaha dealer; (iii) ATV colour may vary and subject to availability at time of fulfillment. (iv) each Yamaha Kodiak 450 EPS SE ATV grand prize will be delivered to a Yamaha dealership in proximity to the confirmed winner's place of residence in Canada (as determined by Yamaha in its sole discretion and subject to winner confirmation); delivery is anticipated to occur by December 1, 2022 (however the Sponsor reserves the right, in its sole and absolute discretion, to revise this anticipated delivery date as applicable). (v) winner is responsible for all costs associated with licensing and plating as per the requirements of the winner's provincial ministry of transportation.
- 13. One (1) Golf Getaway experience for themselves and three (3) guests (each a "Travel Partner"), which consists of: Round trip airfare, based on economy class, for four (4) persons consisting of four (4) adults (one of whom must be the winner) from any major airport in Canada to Sydney International Airport (YQY) in Sydney, Nova Scotia; Three (3) nights' accommodations for two (2) suites (double occupancy) at Cape Breton Highlands Links, Two (2) rounds of golf for four (4) at Cape Breton Highlands Links Course (including power cart); and, Golf Clinic with PGA of Canada golf professional. Approximate Retail Value ("ARV"): \$5,800.00 CAN per participant based on Victoria, BC to Sydney, Nova Scotia travel. The prize includes only what is specifically described above and no other allowance will be granted. The winner and his/her travel companions will have to pay all other expenses including, but not limited to: ground/air/rail transportation not specifically mentioned above (including transportation to and from you the winner and your guest(s)'s homes); optional insurance (including, but not limited to, travel insurance, medical insurance, and trip cancellation insurance); sightseeing tours and other in-destination activities; travel related fees/surcharges including, but not limited to additional baggage, airport improvement fees & taxes, excess baggage fees, costs associated with obtaining travel documents, costs associated with obtaining necessary vaccinations; items of personal nature / personal expenses including, but not limited to meals, room upgrade, tips & gratuities and in-room movies.
- 14. One (1) rental voucher worth \$2,500.00 CAD that can be redeemed against a CanaDream RV Rental redeemable at one of the following CanaDream locations: Vancouver, Calgary, Montreal, Toronto or Halifax. Rental vouchers are not redeemable for cash. No refunds will be available on unspent vouchers. Rental vouchers are subject to CanaDream's standard terms and conditions.
- 15. Thirty (30) prizes of \$1,000 worth of gift cards which will be awarded as four (4) JOURNIE Rewards branded gift cards worth \$250.00 CAD each. Each winner will be able to redeem the gift cards at participating Chevron, Fas Gas, Pioneer and Ultramar branded fuel stations across Canada. Prize cannot be split, four (4) gift cards per winner. Gift cards have no value prior to their activation by the Contest Organizer. The Contest Organizer is not responsible for

- any lost, stolen, or damaged cards. Cards are not redeemable for cash. No refunds will be available. Cards are subject to other terms and conditions imposed by fuel supplier.
- 16. Ten (10) prizes consisting of two (2) consecutive nights stays at any Days Inn location within Canada. Approximate Value \$400.00 CAD varying depending on time of year and location. Prize includes room rate and tax only. Stays must be completed by December 30, 2022. The prize winner is solely responsible for all costs not expressly described herein. The prize may not be sold or redeemed for cash and is non-transferrable. JOURNIE membership must be shown upon check-in.
- 17. One hundred (100) Chilly Moose 12L Harbour Buckets. Approximate Retail Value ("ARV"): \$134.99 CAD (each). The following terms apply to each Chilly Moose 12L Harbour Bucket Prize: (i) prize cannot be redeemed for cash value, or exchanged for other Chilly Moose products; (ii) prize cannot be redeemed, exchanged or returned at an authorized Chilly Moose dealer; (iii) prize must be redeemed by the winner and shipped to the winner's shipping address in Canada; (iv) all other Chilly Moose Terms and Conditions apply, and can be accessed at: https://www.chillymoose.ca/pages/terms-conditions; (v) Chilly Moose Terms, Warranty and Return/Exchange Policy are applicable and can be accessed at: https://www.chillymoose.ca/pages/warranty and https://www.chillymoose.ca/pages/returns.
- **18.** One hundred (100) Skullcandy Indy Evo<sup>™</sup> True Wireless Earbuds (Model S2IVW-N745, Colour 92 Blue). Approximate Retail Value ("ARV"): \$99.99 CAD (each).

### **INSTANT PRIZES**

- **19.** Sixty-two thousand (62,000) promotional codes and discounts (collectively, the "**Promotional Code Prizes**") to be won, delivered in a digital form, and allowing winners to access exclusive discounts including:
  - Fifty thousand (50,000) \$20 Skullcandy.ca Digital Promo Codes with the use of the exclusive digital code received from JOURNIE Rewards. Subject to all the terms and conditions as stated by the issuer. Approximate Retail Value ("ARV"): \$20.00 CAD (each). The following terms apply to each \$20 Skullcandy.ca Digital Promo Code Prize: (i) Skullcandy Promo Code Standard Prizes can only be redeemed as \$20 CAD off of an order on <a href="https://www.skullcandy.ca/">https://www.skullcandy.ca/</a> in Canada. Without limiting the generality of the foregoing, the promo code: (i) must be redeemed at skullcandy.ca/; (ii) cannot be combined, stacked or used in conjunction with any other code or promotion; (iii) is non-transferable and valid only for a one-time use in Canada; (iv) standard taxes will apply; and (v) cannot be used for shipping or handling fees.
  - Five thousand (5,000) savings of up to 20% percent (20%) off the Best Available Rate available at participating Days Inn® by Wyndham hotels in Canada for stays beginning July 20, 2022 and completed by December 30, 2022. Rate is only available by clicking on booking link provided or by calling 1.800.DAYS INN and quoting the provided promotional code to the reservation agent. The Rate is up to 20% off of the Best Available Rate at participating hotels, excluding taxes, resort/service fees, incidentals, gratuities, or additional per room, per night charges that may be imposed at or by the individual participating hotel and cannot be combined with any other special rates, discounts, coupons, sales promotion, or other offers. Reservations must be guaranteed with a valid credit card. Bookings must be cancelled in accordance with the individual property's policy or the credit card on-file will be charged. Not applicable to group bookings. This offer is nontransferable and single use. Blackout dates may

apply. This offer and its terms and conditions are subject to cancellation or change at any time and void where prohibited by law. Proof of a valid JOURNIE Rewards membership required at check-in. Approximate Retail Value ("ARV"): \$25.00 CAD (each). The URL is a one time use and is non-transferable.

- Five thousand (5,000) five dollars (\$5.00 CAD) discounts applicable on any eligible purchase made at On the Run or Marché Express through DoorDash.com or the DoorDash App with the use of an exclusive digital code at checkout.
- Two thousand (2,000) ten dollars (\$10.00 CAD) discounts applicable on eligible instore purchases at participating M&M Food Market locations if winner presents the digital code received from JOURNIE Rewards at time of purchase on or before October 31, 2022. Minimum spend of \$10 for in-store purchases. Coupon applied to transaction after tax at the store. Excludes purchases of Gift Cards and Charitable Donations. Valid in all M&M Food Market stores across Canada (excluding M&M Food Market Express locations). Coupon is usable only once and is limited as specified above. No rainchecks will be given for this offer. This offer cannot be combined with the Senior's discount.
- **20.** One hundred twenty-one thousand (121,000) convenience store items (collectively, "Convenience Store Item Prizes") to be won from participating Chevron, Fas Gas, Pioneer and Ultramar service-stations, with an Approximate Retail Value ("ARV") ranging from \$1.99 to \$3.99 CAD each, that include the following products:
  - Doritos, Assorted Flavours, 58-80 g
  - BAI, Assorted Flavours, 530 ml
  - Caramilk, Original & Salted Caramel, 50 g
  - GURU Organic, Assorted Flavours, 355 ml
  - Excel, Assorted Flavours, 12 pcs
  - Peace Tea, Assorted Flavours, 695 ml
  - Jack Links Steak Strips, Assorted Flavours, 25 g
  - Biosteel Ready to Drink Tetra Pak, Assorted Flavours, 500 ml
  - Klondike, Assorted Flavours, 100 135 ml
- **21.** Four hundred twenty-seven thousand (427,000) prizes in JOURNIE bonus points (collectively, "**JOURNIE Prizes**"), as follows:
  - 216,916 prizes of 25 points
  - 140,056 prizes of 75 points
  - 70,028 prizes of 150 points

JOURNIE bonus-point Instant Prizes have no cash value but are added to your current point balance, in accordance with the JOURNIE Rewards terms and conditions (which are subject to change).

22. Two hundred (200) instant fuel savings of fifty cents (\$0.50 CAD) per litre offered by CIBC (collectively, "Instant Fuel Savings Prizes"). Discount is applicable on purchase(s) up to one hundred (100) liters of any grade of gasoline or diesel at participating Chevron, Fas Gas, Pioneer and Ultramar service-stations. Savings will be applied on eligible transaction if the winner presents their fully registered JOURNIE Rewards card or app at participating JOURNIE Rewards locations at time of purchase. Purchase must be within ninety (90) days of winning. Approximate Retail Value ("ARV"): \$50.00 CAD (each).

### **HOW TO CLAIM A PRIZE**

- 23. When an entrant is selected to win a "Grand Prize" (excluding Chilly Moose 12L Harbour Buckets and Skullcandy Indy Evo™ True Wireless Earbuds), in order to win, they:
  - a) Will receive an email from <u>journiepromotions@bondbrandloyalty.com</u> to the email address they used to register for JOURNIE Rewards, the following business day.
  - b) Must correctly answer the mathematical skill-testing question that will appear on the declaration and liability waiver form;
  - c) Must sign a declaration and liability waiver form described hereafter, stating that they have read, understood, and complied with the Contest Rules. This form will be sent by email and must be returned to the Contest Organizer within five (5) days of its receipt.
  - d) On request and in a timely manner, provide a piece of photo ID for verification purposes.

Upon receiving this declaration and liability waiver form duly signed, the Contest Organizer will notify the winner of the manner in which they may obtain the Grand Prize. If a selected entrant is found to be in violation of one of the aforementioned conditions or any conditions stipulated in the present Contest Rules, they will be disqualified and the Grand Prize will be added back to the list of prizes to be won.

For participants selected to win Chilly Moose 12L Harbour Buckets and/or Skullcandy Indy Evo<sup>™</sup> True Wireless Earbuds, in order to redeem their prize, they:

- a) Must complete a "Winner Claim Form" when prompted in game to include (i) Winner Full Name (ii) Winner Canadian mailing address including street, city, province and postal code (iii) Winner email (iv) Winner phone number.
- b) Must acknowledge acceptance of Contest Rules
- c) For Chilly Moose 12L Harbour Buckets, must acknowledge declaration and liability waiver through online submission.

Upon completion of the Winner Claim Form and acceptance, the Winner will be shipped each prize to the mailing address provided. Delivery of Chilly Moose 12L Harbour Bucket and Skullcandy Indy Evo™ True Wireless Earbud prizes is anticipated to be completed on or before December 29, 2022 (however, the Sponsor reserves the right, in its sole discretion, to revise this anticipated delivery date as applicable). If a selected entrant is found to be in violation of one of the aforementioned conditions or any conditions stipulated in the present Contest Rules, they will be disqualified.

### **24.** When an entrant wins an Instant Prize:

- a) **Promotional Code Prizes.** The entrant will receive an email indicating they are a winner which will include a Promo Code and a link to the respective partner's Website with instructions on where/how to enter the code in order to obtain their discount.
- b) **Convenience Store Item Prizes.** Upon receipt of the applicable Instant Prize notification **message**, the Instant Prize will be loaded on the entrant's My Offer page on their Account. Upon activating the Instant Prize, an Instant Prize may be redeemed on

- the next purchase completed via the winner's Account using their Physical Card or Digital Card.
- c) **JOURNIE Prizes** and **Instant Fuel Savings Prizes.** Upon receipt of the applicable Instant Prize notification message, the Instant Prize will be loaded on their current point balance or on the entrant's My Offers page on their Account. The instant fuel savings prize will be applied to their next eligible fuel purchase at a participating JOURNIE location, up to 100 litres, within ninety (90) days of winning

### **GENERAL RULES**

- **25. Verification**. The declaration and liability waiver forms are subject to verification by the Contest Organizer. A declaration and liability waiver form featuring an invalid email address or telephone number, not having the correct answer to the mathematical skill-testing question, or otherwise non-compliant, will be rejected and will not be eligible to win a Grand Prize.
- **26. Responsibility.** The Contest Organizer is not responsible for documents that have been misdirected or sent in late by entrants or received late by the Contest Organizer.
- **27. Disqualification**. The Contest Organizer reserves the right to disqualify a person or cancel one or more Plays of a person if they enter this Contest or try to do so by any means contrary to these Contest Rules or which would be unfair to the other entrants (e.g., use of entry forms obtained by fraudulent means, entries received after the Contest deadline). Such entrants may be reported to the appropriate legal authorities.
- **28.** Running of the Contest. Any attempt to sabotage the legitimate running of the Contest constitutes a violation of civil and criminal laws. Faced with any such attempts, the Contest Organizer reserves the right to cancel the entrant's Plays and to seek reparations pursuant to the law.
- **29. Acceptance of the prize.** The prizes must be accepted as described in these Contest Rules, and cannot be transferred to another person, in whole or in part, or substituted for another prize.
- **30. Award of the prize.** In the event that the Contest Organizer is unable to award the prizes as described in these Contest Rules, for reasons unrelated to the winner, they reserve the right to award similar prizes of equal value or, at their sole discretion, the value of the prizes indicated in these Contest Rules in cash.
- 31. Limitation of liability: use of the prize. The winners release the Contest Organizer, their affiliates, CIBC, participating Chevron, FasGas, Pioneer and Ultramar stations, their advertising and promotional agencies, their employees, agents and representatives (hereinafter the "Released Parties") from any and all liability for any damages they may suffer as a result of their participation in the Contest, whether or not in compliance with these Contest Rules, as well as those resulting from the acceptance, use or misuse of his/her prize. Prior to obtaining their prize, the winners agree to sign a declaration and liability waiver form in this regard.
- **32. Limitation of liability: running of the Contest.** The Released Parties are not liable for faulty computer components, software or communication lines relating to the loss or absence of network communication, or relating to any transmission that is faulty, incomplete, incomprehensible, or deleted by any computer or network, and that could limit the possibility

or prevent any person from entering the Contest. Furthermore, the Released Parties are not liable for any damage or loss that may be caused, directly or indirectly, in whole or in part, by the downloading of any Internet page or of any software or other program, and by the transmission of any information related to participating in the Contest.

- 33. Modification of the Contest. The Contest Organizer reserves the right, at its sole discretion, to cancel, terminate, modify, or suspend this Contest, in whole or in part, in the case of an event or any human intervention that could corrupt or affect the administration, safety, impartiality, or the running of the Contest as foreseen in these Contest Rules, subject to the approval of the *Régie des alcools, des courses et des jeux du Québec ("Régie")*, if required. In any case, the Contest Organizer and the Released Parties cannot be held liable for cancelling, terminating, modifying or suspending this Contest, in whole or in part, in compliance with these Contest Rules.
- **34. End of participation in the Contest.** In the event that participation in the Contest must be ended, in whole or in part, for any reason whatsoever, before the scheduled Contest deadline set out in these Contest Rules, the draw could take place, at the Contest Organizer's discretion and subject to the approval of the Régie, from among the entries duly received as at the date of the event that put an end to participation in the Contest.
- **35. Authorization.** By participating in this Contest, the winners authorize the Contest Organizer and their representatives to use, if required, their name, photograph, image, voice, place of residence and/or declaration regarding the prize for advertising purposes, without any compensation whatsoever. A statement to this effect will be included in the declaration and liability waiver form.
- **36. Limitation of liability: participation in the Contest.** Any person who participates or tries to participate in this Contest releases the Released Parties from any and all liability for damages that they may incur as a result of participating or trying to participate in this Contest.
- **37. Prize limit.** In all cases, the Contest Organizer shall not be required to award more prizes or to award a prize other than the one described in these Contest Rules. Prizes subject to availability.
- **38. Communication with entrants.** No communication or correspondence will be exchanged with the entrants during this Contest, other than that stipulated in these Contest Rules, or if initiated by the Contest Organizer. Complete list of Grand Prize winners will be available at journie.ca/spintowin after the Contest Period.
- **39. Personal information.** Entrants' personal information collected for the purposes of the Contest will be used only to administer the Contest and no commercial or other communications unrelated to the Contest will be sent to entrants, unless they have otherwise consented to such communications. For more information about the Contest organizer's privacy practices, visit journie.ca/privacy.
- **40. Exclusive property.** The declaration and liability waiver forms are the property of the Contest Organizer and shall not be returned to the entrants.
- **41. Identification of entrant.** For the purposes of these Contest Rules, the entrant is the person whose name is registered to the JOURNIE Rewards account and the person to whom the prize will be awarded if they are selected and declared the winner.

- **42. Decision of the Contest Organizer.** All decisions of the Contest Organizer or those of their representatives regarding this Contest are final and binding, subject to any decision by the Régie in relation to matters under its jurisdiction.
- **43. Litigation.** For Quebec residents, any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Régie solely for the purpose of helping the parties reach a settlement.
- **44. Divisibility of sections.** If a section of these Contest Rules is declared or deemed illegal, unenforceable or invalid by a competent court, that section shall be considered invalid, but all unaffected sections will be applied within the limits of the law.
- **45. Language.** For Quebec participants, in case of a discrepancy between the French version and the English version of these Contest Rules, the French version shall take precedence.

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