Rules and Regulations

Official Rules for Sharpie Canada Win Wednesday Giveaway 2023

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID OUTSIDE OF CANADA. EXCLUDING RESIDENTS OF QUEBEC.

1. Promotion Description: The Sharpie Canada "Win Wednesday 2023" Giveaway (the "Giveaway" or "Sweepstakes") begins at 12:00 a.m. Eastern Time ("ET") on 7/26/2023 and occurs every Wednesday through 11:59 p.m. ET on 12/27/2023 (each Wednesday during the foregoing time frame, a "Promotion Period"). Each Promotion Period shall begin at 12:00 a.m. ET and end at 11:59 p.m. ET. Entry in the Giveaway does not constitute entry into any other promotion, contest, or sweepstakes. By participating in the Sweepstakes, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules.

2. Eligibility: The Giveaway is open only to legal residents of Canada and its territories (excluding residents of Quebec), who as of the date of entry are 18 years of age or older, and who at the time of entry and through the completion of the Sweepstakes (a) have internet access, (b) have an email address (which must remain the same throughout the Sweepstakes) and (c) have an active Instagram or Facebook account. Employees of Newell Brands Canada ULC (the "Sponsor"), Newell Brands Inc., and any of their parent and affiliate companies (collectively, the "Promotion Entities"), as well as the immediate family (i.e., spouse, parents, children, and siblings, whether biological, adoptive, step or in-law) and household members of each such employee, are not eligible to participate or win. The Giveaway is subject to all applicable federal, provincial, and local laws and regulations and is void where prohibited.

3. How to Enter: No purchase is necessary to enter or participate in the Giveaway. Limit one (1) entry per person per Promotion Period. A person may enter the Giveaway in accordance with the requirements and one (1) of the entry methods described below:

- **Social Media.** During the Promotion Period, visit the Sharpie Canada Instagram page (www.instagram.com/sharpiecanada) or the Sharpie Canada Facebook page (www.facebook.com/SharpieCanada) and find the Sharpie Canada "Win Wednesday 2023" post. All valid entrants will have completed the 2-step entrance process, outlined below. To enter the Giveaway on Instagram, a potential entrant must (1) like the post, and (2) leave a comment on the post with the ♡ emoji. To enter the Giveaway on Facebook, a potential entrant must (1) like the post, and (2) leave a comment on the post with the ♡ emoji. Each entry shall be referred to as a Submission. An eligible Submission enters you in the Sweepstakes for a chance to win the prize for the applicable Promotion Period. Proof of sending a Submission does not constitute proof of receipt. Neither Sponsor nor any of its parent, affiliated or subsidiary companies, advertising/promotion agencies, respective officers, directors, employees, agents, representatives or assigns (collectively "Released Parties") are liable for any disputes between participants and/or entrants related to the Submission.
- (b) **Alternate Electronic Mail ("Email") Entry Method.** One may submit an Email which includes the following information: first and last name, age, complete address including postal code (no PO Boxes accepted) telephone number and email address. The Email must be sent to: sharpiecanada.social@newellco.com, and must be received before the

end of the applicable Promotion Period. The email subject line must read Sharpie Canada "Win Wednesday 2023"

4. Additional Entry Details: Sponsor is not responsible for errors or problems downloading or uploading any Sweepstakes-related materials or information, or for any other technical malfunctions of electronic equipment, computer on-line systems, servers, or providers, computer hardware or software failures, phone lines, failure of any electronic mail entry to be received by Sponsor on account of technical problems, traffic, congestion on the internet, or any other technical problems related to Submissions including telecommunication, miscommunication or failure, and failed, lost, delayed, incomplete, garbled or misdirected communications which may limit an entrant's ability to participate in this Sweepstakes. Submissions made on another's behalf by any other individuals or any other entity, including but not limited to commercial contest/Sweepstakes subscription notification and/or entering services, will be declared invalid and disqualified from this Sweepstakes. Submissions made through any robotic, automatic, mechanical, programmed, or similar entry duplication method will be disqualified. By entering, entrants confirm that they are 18 years of age, release Instagram and Facebook of responsibility, and agree to Instagram's and Facebook's terms of use.

5. Prizes/Approximate Retail Values: There will be one (1) Sharpie Product to be won each Promotion Period on Instagram and one (1) Sharpie Product to be won each Promotion Period on Facebook: Ex.: SHARPIE Brush Twin Permanent Markers, Brush Tip Marker and Ultra Fine Tip Marker, Assorted, 12 Count 2168237 $25.29/per pk; average prize retail value not to exceed $40 CAD.

Winner is responsible for payment of any income taxes on total value of prize under applicable federal, provincial, and local laws. Prizes are non-transferable. No prize substitutions or cash redemptions, except Sponsor reserves the right to substitute a prize of equal or greater value if for any reason an advertised prize cannot be awarded as intended in these rules; and potential winners agree to such substitution as a condition of entry in this Sweepstakes.

Limit one prize per entrant.

6. Winner Determination: Winners will be determined from valid entries received for the applicable Promotion Period. There will be 1 winner selected on Instagram and 1 winner selected on Facebook for each Promotion Period. The winners will be randomly chosen from collected valid entries 2 days after each Wednesday release of "Win Wednesday". The winners will be notified no later than 5:00 p.m ET the Friday after each Promotion Period via Instagram direct message OR Facebook direct message, or by email. Odds of being selected depend on total number of eligible entries received. The winners will be subsequently contacted by Sponsor and asked to answer a skill testing question, and upon providing the correct answer will be deemed a winner. Sponsor will select the 1 winner on Instagram and 1 winner on Facebook from all eligible entries received during the Promotion Period. If applicable, the potential winners must be available to participate to be eligible in any portion of the Giveaway that participation may be required. Sponsor reserves the right at its sole discretion to choose an alternative qualifier or possible winner in the event that a qualifier or possible winner has been disqualified, is deemed ineligible or cannot fully participate in prize activities, in Sponsor's sole discretion. If the entrant is unable to verify registration information, the entrant will automatically be disqualified, and the prize will be forfeited. Sponsor is not responsible for any change of email address, mailing address and/or telephone number of entrants. Sponsor is not responsible for and shall not be liable for late, misdirected, or unsuccessful efforts to notify a potential winner or if the potential winner cannot fully participate in prize activities.

7. Winner Notification: Once the selection of the winners is complete, the selected winners will receive an Instagram, Facebook direct message or email from the Sponsor letting them know they've won the Giveaway. The winners will then provide that Sponsor with their full name, email address, street address, and telephone number for mailing purposes. The prize will be sent to the winner at the address provided. Failure to respond within 48 hours of receipt of the direct message may result in disqualification and awarding of prize to another entrant. Sponsor is not responsible for any change of email address, mailing address and/or telephone number of entrants. Sponsor is not obligated to attempt to notify potential winner(s) by any other method or means of communication.

8. Release: By receipt of any prize, winner agrees to release and hold harmless Instagram, Facebook, and 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.

9. General Terms/Limitations of Liability:

- Neither Sponsor nor the other Promotion Entities assume any responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission; communications line failure; theft or destruction of or unauthorized access to Sweepstakes entries or entry forms; or alteration of entries or entry forms. Sponsor is not responsible for any problems with or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email entry to be received on account of technical problems or traffic congestion on the Internet or at any website, human errors of any kind, or any combination thereof, including any injury or damage to entrants' or any other persons' computers related to or resulting from participation, uploading or downloading of any materials related to in this Sweepstakes.
- (ii) Sponsor reserves the right to cancel or modify the Sweepstakes if fraud or technical failures destroy the integrity of the Sweepstakes as determined by the Sponsor, in its sole discretion, or if required by Instagram or Facebook, and to award the prizes based on eligible entries received prior to the cancellation.
- (iii) Sponsor's decisions are final and binding in all matters relating to the Sweepstakes.
- (iv) Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Sweepstakes, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Sponsor reserves the right to modify, extend, suspend, or terminate the Sweepstakes if it determines, in its sole discretion, that the Sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Sweepstakes as contemplated herein. In the event an insufficient number of eligible entries are received and/or Sponsor is prevented from awarding prizes or continuing with the Sweepstakes as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal, provincial or local government law, order, or

regulation, public health crisis (e.g., COVID-19), order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then Sponsor shall have the right to modify, suspend, or terminate the Sweepstakes. If the Sweepstakes is terminated before the designated end date, Sponsor will (if possible) select the winner based solely on non-suspect entries received as of the date of the event giving rise to the termination. Only the type and quantity of prizes described in these Official Rules will be awarded. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

- (vi) ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE SWEEPSTAKES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE PROVINCE OF ONTARIO WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER PROVINCE'S LAWS.

10. Caution: Any attempt to deliberately undermine the legitimate operation of this Sweepstakes is a violation of criminal and civil laws, and should such an attempt be made, the Sponsor reserves the right to seek damages (including attorneys' fees) and/or other remedies from any such person(s) responsible for the attempt to the fullest extent permitted by law.

11. Official Rules: To obtain a copy of these Official Rules, print this page or email sharpiecanada.social@newellco.com.

12. Privacy Policy: Please see Sponsor's privacy policies at https://privacy.newellbrands.com/index_en.html

13. Sponsor: Newell Brands Canada ULC, 20-B Hereford St, Brampton, ON L6Y 0M1, Canada. THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED, OR ADMINISTERED BY, OR ASSOCIATED WITH INSTAGRAM OR FACEBOOK. Any questions, comments or complaints about this Sweepstakes should be directed to Sponsor and not to Instagram or Facebook.