

**THIS CONTEST IS OPEN ONLY TO RESIDENTS OF ONTARIO  
AND IS GOVERNED BY CANADIAN LAW**

**Standard data rates apply to participants who choose to participate in the Contest via a mobile device. Please contact your service provider for pricing and service plan information and rates before mobile device participation.**

**The Contest is in no way sponsored, endorsed or administered by, or associated with Facebook Inc. or Instagram, Inc. (each a “Social Platform”). The Social Platforms are hereby completely released of all liability by each entrant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor and not to a Social Platform.**

**1. KEY DATES:**

“Beanfield’s #Beanfield For Good Photo Contest” (the “**Contest**”) begins on Sept 5, 2019 at 8:00 a.m. Eastern Time (“**ET**”) and ends on October 9, 2019 at 11:59 p.m. ET (the “**Contest Period**”).

**2. ELIGIBILITY TO ENTER:**

The Contest is open only to residents of Ontario who have reached the legal age of majority in their province/territory of residence at the time of entry and maintain a public Instagram account, except employees, representatives or agents (and those with whom such persons are living, whether related or not) of Beanfield Technologies, Inc. (the “**Sponsor**”) and each of their respective representatives, agents, parent companies, subsidiaries, affiliates, prize suppliers, advertising/promotion agencies and any other individual(s), entity or entities involved in the development, production, implementation, administration or fulfillment of the Contest (collectively with the Sponsor, the “**Contest Parties**”).

**3. AGREEMENT TO BE LEGALLY BOUND BY RULES:**

By participating in this Contest, you are signifying your agreement that you have read and agree to be legally bound by these Official Rules and Regulations (the “**Rules**”).

**4. HOW TO ENTER:**

NO PURCHASE NECESSARY. MAKING A PURCHASE WILL NOT INCREASE OR OTHERWISE IMPACT YOUR CHANCES OF WINNING IN THIS CONTEST.

To be eligible to earn one (1) Entry (each, an “**Entry**” and collectively, the “**Entries**”)

While attending one of the #BeanfieldForGood participating locations, share a unique and original photo of something that interests or inspires you on your Instagram account and include the hashtag #BeanfieldForGood. Your profile must be public in order to enter the contest.

Participating Locations include:

1. Rooster Coffee House - 343 King St E
2. Page One - 106 Mutual St
3. stackt - 28 Bathurst St
4. Brioche Doree - 648 King St W
5. Louie Craft Coffee
6. The Bentway
7. Thor Espresso Bar at 180 John St
8. Mildred's Temple Kitchen

By entering the Contest, and without limiting the license described below, you provide your permission:

- i. To allow the Sponsor to display your image in the Contest Website Photo gallery; and
- ii. To allow the Sponsor to display your image on the Sponsor's social media pages
- iii. To allow the Sponsor to display your image in its marketing material.

To be eligible, all content and materials associated with your Entry, including without limitation your Photo (collectively, the "**Entry Materials**") must: (i) be submitted and received in accordance with these Rules during the Contest Period; (ii) include all required components and materials noted above; (iii) reflect the Theme; and (iv) be in accordance with these Rules, including, but not limited to, the specific Submission Requirements listed below in Rule 7 (all as determined by Sponsor in its sole and absolute discretion).

#### **5. ENTRY LIMIT AND CONDITIONS:**

**There are no limitations on the number of entries / day.** A \$1.00 donation to Daytrippers Children's Charity #88489629 RR0001 for each Instagram account that participates in #BeanfieldForGood to a maximum contribution of \$10,000 Cdn. If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any person has attempted to: (i) obtain more than one (1) Entry per day per photo; and/or (ii) use multiple names, identities, email addresses and/or any automated, macro, script, robotic or other system(s) or program(s) and/or any other means not in keeping with the Sponsor's interpretation of the letter and spirit of these Rules to enter or otherwise participate in or to disrupt this Contest; then he/she may be disqualified from the Contest in the sole and absolute discretion of the Sponsor. The Contest Parties, and each of their respective agents, employees, directors, successors, and assigns (collectively, the "**Released Parties**") are not responsible for, and accept no liability whatsoever in relation to, any late, lost, misdirected, delayed, incomplete or incompatible Entries and/or Entry Materials (all of which are void). An Entry may be rejected if, in the sole and absolute discretion of the Sponsor: (i) the Entry (including, but not limited to, any associated Entry Materials) is not submitted and received in accordance with these Rules during the Contest Period; and/or (ii) the Entry Materials accompanying the Entry are not in compliance with these Rules (including, but not limited to, the specific Submission Requirements listed below in Rule 7) (all as determined by Sponsor in its sole and absolute discretion).

#### **6. VERIFICATION:**

All Entries, Entry Materials and entrants are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual's eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Entry, Entry Materials and/or other information entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with the Sponsor's interpretation of the letter and spirit of these Rules. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification in the sole and absolute discretion of the Sponsor. The sole determinant of the time for the purposes of this Contest will be the official time-keeping device(s) of the Sponsor.

#### **7. SUBMISSION REQUIREMENTS:**

BY SUBMITTING AN ENTRY, YOU AGREE THAT THE ENTRY (AND EACH INDIVIDUAL COMPONENT THEREOF – INCLUDING, WITHOUT LIMITATION, THE ENTRY MATERIALS) COMPLIES WITH ALL CONDITIONS STATED IN THESE RULES. THE RELEASED PARTIES WILL BEAR NO LIABILITY WHATSOEVER REGARDING: (I) THE USE OF YOUR ENTRY (OR ANY COMPONENT THEREOF – INCLUDING, WITHOUT LIMITATION, THE ENTRY MATERIALS); (II) PARTICIPATION IN ANY CONTEST-RELATED ACTIVITIES; (III) ANY USE, COLLECTION, STORAGE AND DISCLOSURE OF ANY PERSONAL INFORMATION; AND/OR (IV) IF DECLARED A WINNER, ANY PRIZE (INCLUDING ANY USE OR MISUSE OF A PRIZE). THE RELEASED PARTIES SHALL BE HELD HARMLESS BY YOU IN THE EVENT IT IS DISCOVERED THAT YOU HAVE DEPARTED FROM OR NOT OTHERWISE FULLY

COMPLIED WITH ANY OF THESE RULES (AS APPLICABLE). THIS RELEASE AND INDEMNITY SHALL CONTINUE IN FORCE FOLLOWING THE TERMINATION OF THE CONTEST AND/OR AWARDING OF ANY PRIZES.

To be eligible for entry in this Contest, the Photo you submit must be your own original work.

By participating in the Contest, each entrant hereby warrants and represents that any Entry Materials he/she submits:

- i. is/are original to him/her and that the entrant has obtained all necessary rights in and to the Entry Materials for the purposes of entering such Entry Materials in the Contest;
- ii. does not violate any law, statute, ordinance or regulation;
- iii. does not contain any reference to or likeness of any identifiable third parties, unless consent has been obtained from all such individuals and their parent/legal guardian if they are under the age of majority in their jurisdiction of residence;
- iv. will not give rise to any claims whatsoever, including, without limitation, claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party; and
- v. is/are not defamatory, trade libelous, pornographic or obscene, and further that it will not contain, depict, include, discuss or involve, without limitation, any of the following: nudity; alcohol/drug consumption or smoking; explicit or graphic sexual activity, or sexual innuendo; crude, vulgar or offensive language and/or symbols; derogatory characterizations of any ethnic, racial, sexual, religious or other groups (including, without limitation, any competitors of Sponsor); that depicts, endorses, condones and/or discusses any illegal, inappropriate or risky behaviour or conduct; personal information of individuals, including, without limitation, names, telephone numbers and addresses (physical or electronic); commercial messages, comparisons or solicitations for products or services other than products of Sponsor;

The Sponsor and/or its promotional agency or designated content moderator (the “**Reviewer**”) reserves the right to screen all Entry Materials. Any Entry Materials that the Reviewer deems, in its sole and absolute discretion, to violate the terms and conditions set forth in these Rules are subject to disqualification. The Reviewer reserves the right, in its sole and absolute discretion at any time and for any reason, to remove any Entry Materials (or any part thereof) and/or to request an entrant to modify, edit and/or re-submit his or her Entry Materials (or any part thereof) in order to ensure that the Entry Materials comply with these Rules, or for any other reason. If such an action is necessary at any point during or after the Contest, then the Sponsor reserves the right, in its sole discretion, to take whatever action it deems necessary based on the circumstances – including, without limitation, disqualifying the Entry Materials (and therefore the corresponding Entry and/or the associated entrant) – to help ensure that the Contest is being conducted in accordance with the Sponsor’s interpretation of the letter and spirit of these Rules.

#### **8. LICENSE:**

By entering the Contest and submitting an Entry, each entrant: (i) grants to the Sponsor, in perpetuity, a non-exclusive license to publish, display, reproduce, modify, edit or otherwise use his/her Entry Materials (and each component thereof), in whole or in part, for advertising or promoting the Contest or for any other reason; (ii) waives all moral rights in and to his/her Entry Materials (and each component thereof) in favour of the Sponsor (and anyone authorized by the Sponsor) to use such Entry Materials; and (iii) agrees to release and hold harmless the Released Parties from and against any and all claims, damages, liabilities, costs, and expenses arising from use of his/her Entry Materials (or any component thereof), including, without limitation, any claim based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related or other cause of action whatsoever.

#### **9. PRIZES:**

There will be a total of one (1) “**Grand Prize**” available in the contest

**Grand Prize:** There will be one (1) Grand Prize available to be won, consisting of a PANASONIC 4K TV (Panasonic TC-58EX750 - 58" 4K LED TV - retail value of \$2,499.99), an Oculus Rift S VR Headset with Touch Controllers with an approximate retail value of \$549.99, a \$100 V-bucks Oculus Rift, Xbox, Google Play or App Store credit, and one (1) year of residential Fibre Internet Service (available only if the winner resides in a Beanfield On-Net building at the time of winning) (collectively, the “**Grand Prize**”).

The Grand Prize has an approximate retail prize value of \$3,149.98 CAD.

The Prize must be accepted as awarded and is not transferable, assignable, sellable or convertible to cash (except as may be specifically permitted by Sponsor in its sole and absolute discretion). No substitutions except at Sponsor’s option. Sponsor reserves the right, in its sole and absolute discretion, to substitute any Prize or a component thereof with a prize of equal or greater retail value, including, without limitation, but at Sponsor’s sole and absolute discretion, a cash award.

None of the Released Parties makes any representation or offers any warranty, express or implied, as to the quality or fitness of any Prize awarded in connection with the Contest. To the fullest extent permitted by applicable law, each confirmed winner understands and acknowledges that he or she may not seek reimbursement or pursue any legal or equitable remedy from either the Sponsor or any of the Released Parties should his/her Prize fail to be fit for its purpose or is in any way unsatisfactory. For greater certainty and the avoidance of any doubt, by accepting a Prize, each confirmed winner agrees to waive all recourse against the Released Parties if his/her Prize or a component thereof does not prove satisfactory, either in whole or in part.

Without limiting the generality of the foregoing, the following general conditions apply to each Grand Prize: (i) Grand Prize must be accepted as awarded and is not transferable or convertible to cash (no substitutions except at Sponsor’s option); (ii) if the winner does not utilize any part(s) of the Grand Prize, then any such part(s) not utilized will be forfeited in its entirety and nothing will be substituted in its place; (iii) Sponsor reserves the right at any time to: (a) place reasonable restrictions on the availability or use of the Grand Prize or any component thereof; and (b) substitute the Grand Prize or a component thereof for any reason with a prize or a prize component of equal or greater value, including, without limitation, but solely at the Sponsor’s sole discretion, a cash award; (iv) by accepting the Grand Prize, the winner agrees to waive all recourse against the Released Parties if the Grand Prize or a component thereof does not prove satisfactory, either in whole or in part.

There is a limit of one (1) Prize per person.

## **10. ELIGIBLE WINNER SELECTION PROCESS:**

### **Grand Prize Winner**

On Oct 10th, 2019 (“**Grand Prize Draw Date**”) in Toronto, ON at 2:00 p.m. ET, one (1) eligible entrant will be selected by random draw from among all eligible Entries submitted and received during the Contest Period in accordance with these Rules as the eligible winner of a Grand Prize. The odds of winning depend on the number of eligible Entries submitted and received in accordance with these Rules during the Contest Period.

## **11. ELIGIBLE WINNER NOTIFICATION PROCESS:**

The Sponsor or its designated representative will make a minimum of two (2) attempts to contact each eligible winner by comment or message on the photo post on either Facebook, Instagram or Twitter. If an eligible winner is unresponsive for 2 days, or if there is a return of any notification as undeliverable, then he/she may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the applicable Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate eligible entrant for the applicable Prize from among the remaining eligible Entries submitted and received in accordance with these Rules in accordance with the procedures outlined in Rule 10 (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner).

## **12. ELIGIBLE WINNER CONFIRMATION PROCESS:**

**NO ONE IS A WINNER UNLESS AND UNTIL THE SPONSOR OFFICIALLY CONFIRMS HIM/HER AS A WINNER IN ACCORDANCE WITH THESE RULES, EVEN IF SUCH PERSON IS ANNOUNCED AS THE WINNER OR AN ELIGIBLE WINNER.**

BEFORE BEING DECLARED AS A CONFIRMED PRIZE WINNER, each eligible winner will be required to: (a) correctly answer a mathematical skill-testing question without mechanical or other aid (which may, in the sole and absolute discretion of the Sponsor, be administered online, by email or other electronic means, by telephone, or in the Sponsor's form of declaration and release); and (b) sign and return within two (2) business days of notification the Sponsor's declaration and release form, which (among other things): (i) confirms compliance with these Rules; (ii) acknowledges acceptance of the applicable Prize (as awarded); (iii) releases the Released Parties from any and all liability in connection with this Contest, his/her participation therein and/or the awarding and use/misuse of the applicable Prize or any portion thereof; (iv) agrees to indemnify the Released Parties against any and all claims, damages, liabilities, costs, and expenses arising from use of his/her Entry Materials or any portion(s) thereof; and (v) agrees to the publication, reproduction and/or other use of his/her name, address, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner or medium whatsoever, including print, broadcast or the internet.

Potential Prize winners will be required to provide: their first and last name, their valid shipping address, their phone number, and any other information necessary to fulfill their Prize.

If an eligible winner: (a) fails to correctly answer the skill-testing question; (b) fails to return the properly executed Contest documents within the specified time; (c) cannot accept (or is unwilling to accept) the applicable Prize (as awarded) for any reason; and/or (d) is determined to be in violation of these Rules (all as determined by the Sponsor in its sole and absolute discretion); then he/she will be disqualified (and will forfeit all rights to the applicable Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate eligible entrant for the applicable Prize from among the remaining eligible Entries submitted and received in accordance with these Rules in accordance with the procedures outlined in Rule 10 (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner).

**13. GENERAL CONDITIONS:**

This Contest is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all entrants without right of appeal. ANYONE DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THE SPONSOR'S INTERPRETATION OF THE LETTER AND/OR SPIRIT OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.

The Released Parties will not be liable for: (i) any failure of any website or any platform during the Contest; (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Entry, Entry Materials, Request and/or other information to be received, captured or recorded for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the internet or at any website; (iv) any injury or damage to an entrant's or any other person's computer or other device related to or resulting from participating in the Contest; (v) anyone being incorrectly and/or mistakenly identified as a winner or eligible winner; and/or (vi) any combination of the above.

The Sponsor reserves the right to withdraw, amend or suspend this Contest (or to amend these Rules) in any way, in the event of any cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules, including, without limitation, any error, problem, computer virus, bugs, tampering, unauthorized intervention, fraud or failure of any kind whatsoever. Any attempt to undermine the legitimate operation of this Contest in any way (as determined by Sponsor in its sole and absolute discretion) may be a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor reserves the right to cancel, amend or suspend this Contest, or to amend these Rules, in any way without prior notice or obligation, in the event of any

accident, printing, administrative, or other error of any kind, or for any other reason whatsoever. The Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law.

By entering this Contest, each entrant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted only for the purpose of administering the Contest and in accordance with Sponsor's privacy policy (available at: <https://www.beanfield.com/terms/>). This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

The Sponsor reserves the right to adjust any of the dates, timeframes and/or other Contest mechanics stipulated in these Rules, to the extent deemed necessary by the Sponsor, for purposes of verifying compliance by any entrant, Entry, Entry Materials, Request and/or other information with these Rules, or as a result of any technical or other 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 Contest as contemplated in these Rules, or for any other reason.

In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to, point of sale, television, print or online advertising and/or any instructions or interpretations of these Rules given by any representative of the Sponsor, the terms and conditions of these Rules shall prevail, govern and control to the fullest extent permitted by law.

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 the terms as if the invalid or illegal provision were not contained herein.