

# OFFICIAL RULES AND REGULATIONS

**THIS CONTEST IS OPEN TO BRITISH COLUMBIA, ALBERTA, SASKATCHEWAN, MANITOBA, ONTARIO, NEW BRUNSWICK, NOVA SCOTIA AND YUKON RESIDENTS ONLY (THE “PARTICIPATING PROVINCES”) 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.**

These Official Rules and Regulations (“**Rules**”) govern the Contest.

## 1. CONTEST PERIOD(S) AND SPONSOR

The “Chart Topper Grand Prize Contest” (the “**GRAND PRIZE CONTEST**”) is sponsored and administered by BCP IV Service Station LP, operating as BG Fuels, (the “**SPONSOR**”). The Contest begins on June 18, 2024, at 12:00:00 a.m. Eastern Time (ET) and ends on September 9, 2024, at 11:59:59 p.m. ET (the “**CONTEST PERIOD**”). The clock used by the Sponsor to compute Entries (as defined below) will be the official clock to determine the date and time of receipt of an entry.

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

## 2. ELIGIBILITY

To enter and to be eligible to win a Prize you must be a legal resident in a Participating Province who has reached the age of majority in their Participating Province of residence at the time of entry. You are not eligible to enter, or to win an Instant Prize, Secondary Prize and/or the Grand Prize if you are, reside with (whether or not related), or are an immediate family member of, an employee, director, officer, or retiree of the Sponsor its respective parent, related affiliated companies, subsidiaries, franchisees, advertising and promotional agencies and any other parties engaged in the development, production or distribution of Contest materials. The term “**immediate family**” means fathers, mothers, brothers, sisters, children, husbands, wives, or spouses of the persons mentioned in this section, regardless of where they live. The Contest is not open and is void where prohibited by law.

## 3. HOW TO ENTER

**No purchase necessary. Making a purchase will not increase or otherwise impact your chances of winning.**

To enter the Contest for a chance to win a Prize, (as defined below), during the Contest Period: (a) visit [charttopper.ca](http://charttopper.ca) (the “**CONTEST WEBSITE**”); (b) provide all requested information and agree to these Rules; and (c) play the game.

**LIMIT:** During the Contest Period, one (1) game play per person/email address, per day.

Each game play automatically results in: (a) a chance to win an Instant Prize (the **“INSTANT PRIZE ENTRY”**); and (b) one (1) entry for the Secondary Prize Draw (as defined below) (each a **“SECONDARY PRIZE ENTRY”**).

Each Instant Prize redeemed at a participating store location, automatically results in: (a) one (1) entry for the Grand Prize Draw (as defined below) (each, a **“GRAND PRIZE ENTRY”**).

Eligible entrants may also receive bonus Secondary Prize Entries (each, a **“BONUS ENTRY”** and collectively, the **“BONUS ENTRIES”**) by performing certain actions. For clarity, Bonus Entries are included in the term Secondary Prize Entries but are not Grand Prize Entries. Bonus Entries will be awarded as follows:

ACTION	REQUIREMENTS FOR BONUS ENTRIES	BONUS ENTRIES EARNED	LIMIT
Additional Actions	<p>Complete any of the following prompted additional actions:</p> <ol style="list-style-type: none"> <li>1. Check out our latest Instagram post (i.e. visit the link)</li> <li>2. Visit our Instagram profile</li> <li>3. Check out our latest Facebook post (i.e. visit the link)</li> <li>4. Visit our Facebook profile</li> <li>5. Subscribe to our newsletter (You may unsubscribe at any time without affecting your chances of winning)</li> <li>6. Share with a friend, by sharing a link provided by the Sponsor with them and encouraging them to enter the Contest. If your friend plays the game and performs additional social actions using the link you provided, you will receive the stated number of Bonus Entries</li> </ol>	1 Entry	<p>Actions 1, 2, 3, 4, and 6- One (1) time during the Contest Period.</p> <p>Action 5 Maximum of 20 referrals during the Contest Period</p>

The Instant Prize Entries, the Secondary Prize Entries, the Grand Prize Entries and the Bonus Entries are each, an “**ENTRY**” and collectively, the “**ENTRIES**.” The entrant must submit each Entry personally. Entries shall be deemed to be submitted by the Authorized account holder of the email used to enter the Contest.

In the event of a dispute regarding who submitted an Entry, the Sponsor reserves the right, in its sole and absolute discretion, to deem the Entry to have been submitted by the authorized account holder of the email address submitted at the time of entry. “**Authorized account holder**” is defined as the person who is assigned an email address by an internet provider, online service provider, or other organization (e.g. business, educational institute, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. An entrant may be required to provide proof (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification) that he/she is the authorized account holder of the email address associated with the Entry in question.

Any attempt by any entrant to obtain more than the stated number of Entries, in any entry method or in total, by using multiple/different email addresses will void that entrant’s Entries and that entrant may be disqualified from the Contest at the Sponsor’s discretion. Use of any automated system (including but not limited to, Entries submitted using any robot, script, macro, or other automated service) to participate is prohibited and will result in the disqualification of the entrant.

#### 4. **PRIZES**

The following prizes consisting of Instant Prizes, Secondary Prizes, and the Grand Prize (each, a “**PRIZE**” and collectively, the “**PRIZES**”) described below, are available to be won:

**A. Instant Prizes.** The following instant prizes (each, an “**INSTANT PRIZE**” and collectively, the “**INSTANT PRIZES**”) are available to be won during the Contest Period:

<b>PRIZE SUPPLIER</b>	<b>OFFER</b>	<b>PRIZE DESCRIPTION</b>	<b>SIZE</b>	<b># OF PRIZES AVAILABLE AT START OF CONTEST PERIOD</b>	<b>APPROXIMATE RETAIL VALUE OF ONE PRIZE</b>
Coca-Cola	FREE	Any Coca-Cola owned brand Carbonated Beverage	500 mL	750	\$3.39
Coca-Cola	FREE	Any BODYARMOR branded Beverage	473 mL	750	\$4.49
Frito Lay Canada	Free	Any Frito Lay, Doritos, Ruffles, potato chip	57-66 g	750	\$2.19-\$2.39
Red Bull Canada	FREE	Any Red Bull owned brand beverage	250 mL	750	\$3.49

Nestle Canada	FREE	Any Nestle Chocolate Bar, Singles	40-60g	500	\$2.49-\$2.69
Jack Links	FREE	50g ORIGINAL BEEF STICKS  50g WILD HEAT BEEF STICKS  50g TERIYAKI BEEF STICKS  50g PEPPERONI BEEF STICKS	50g	500	\$3.89
Mars Wrigley Canada	FREE	Any Excel branded gum	12 PC PELLET	250	\$2.39
Mars Wrigley Canada	FREE	Any 5 branded gum	15 STICK PACK	250	\$3.49
			<b>TOTAL</b>	<b>4,500</b>	

Odds of winning an Instant Prize depend on the timing of play and the number of Instant Prizes remaining at time of play. The number of Instant Prizes available will decrease as they are revealed and claimed.

**B. Secondary Prizes.** The following secondary prizes (each a “**SECONDARY PRIZE**”) are available to be won during the Contest Period:

PRIZE DESCRIPTION	# OF PRIZES AVAILABLE	APPROXIMATE RETAIL VALUE OF ONE PRIZE
Gift card to Mobil/Esso Gas Stations	10	\$100
<b>TOTAL</b>	10	

Odds of winning a Secondary Prize depend on the number of eligible Entries received during the Contest Period. Secondary prize gift cards are subject to all terms placed on them by their issuer.

**C. Grand Prize.** The following grand prize (the “**GRAND PRIZE**”) is available to be won during the Contest Period:

PRIZE DESCRIPTION	# OF PRIZES AVAILABLE	APPROXIMATE RETAIL VALUE OF GRAND PRIZE
VIP Experience and Trip for two to the 2025 JUNO Awards in Vancouver, British Columbia from March 27- March 31, 2025. Prize consists of VIP Experience which includes: <ul style="list-style-type: none"> <li>• Winner + 1 guest</li> <li>• Roundtrip Airfare (economy class) from the major airport in Canada nearest to winner's place of residence in Canada.</li> <li>• 4-night Hotel stay (standard shared accommodation, hotel selected by Sponsor)</li> <li>• Two (2) VIP tickets to The JUNO Awards Broadcast</li> <li>• Two (2) tickets to JUNOfest</li> <li>• Two (2) tickets to JUNO Songwriters' Circle</li> <li>• A backstage tour &amp; rehearsal experience for two (2)</li> <li>• Two (2) passes to walk the 2025 JUNO Awards Red Carpet</li> <li>• \$1,000 (CAD) Spending Cash</li> </ul> Fulfilled by Waypoint Convenience and The Canadian Academy of Recording Arts and Sciences (CARAS)	1	<b>\$10,200 CAD</b> , based on a <b>Toronto, Ontario</b> point of departure/return.
<b>TOTAL</b>	1	

Odds of winning the Grand Prize depend on the number of eligible Grand Prize Entries received during the Contest Period.

All Prizes and their components must be accepted as awarded and, except as otherwise expressly indicated by the Sponsor, cannot be transferred, substituted, or exchanged, in whole or in part, for another prize or money. The Sponsor, in its sole discretion, reserves the right to: (i) substitute all or any portion of the Prizes with another prize or portion thereof of equal or greater value; (ii) limit the number of Prizes awarded to the same person, mobile phone number, or physical address; (iii) limit the number of applicable Prizes that can be redeemed within a transaction and/or time period; and (iv) modify the Prizes, associated quantities and award schedule at any time during the Contest.

Under no circumstances will the Sponsor be responsible for awarding and/or redeeming any items in excess of the Prizes and their respective quantities as listed above. If due to printing, production, online, internet, computer or other error of any kind, more Prizes are claimed than intended to be distributed or awarded according to these Rules, or more prizes are claimed in any prizing tier than intended to be distributed or awarded according to these Rules, then, in addition to having the right to terminate the Contest immediately, the Sponsor reserves the right, in its sole and absolute discretion, to rescind invalid Prize claims and/or conduct a random draw from amongst all eligible Prize claimants to award the correct number of Prizes, and/or the correct number of Prizes in the applicable prizing tier. In no event whatsoever will the Sponsor or any of

the other Released Parties be liable for more than the number, type and value of Prizes, in each prizing tier, as stated in these Rules.

Prizes may be different from the pictures shown in the Contest's promotional materials. Each Prize may also be subject to additional terms and conditions.

Without limiting the foregoing, the following additional conditions apply to the 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) all travel related to the Grand Prize must occur within the dates specified by the Sponsor unless Sponsor substitutes alternate dates (otherwise the Grand Prize will be forfeited in its entirety); (iii) the winner and his/her travel companion must: (a) travel on same itinerary; (b) have all necessary documentation to permit travel within Canada; and (c) not have any barrier to travel within Canada; (iv) the costs of everything not specifically stated above as included in the Grand Prize are the sole responsibility of the winner and his/her and travel companion, including, without limitation: meals and drinks; gratuities; entertainment; health and travel insurance; transportation for winner and his/her travel companion to and from the major Canadian airport nearest the winner's residence in Canada; transportation while in Vancouver; excess baggage fees; and items of a personal nature (NOTE: winner may be required to present a valid major credit card in winner's name at the time of hotel check-in to cover any incidental expenses); (v) if the winner (and/or his/her travel companion) 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; (vi) 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; (vii) all travel arrangements relating to the Grand Prize must be made through the Sponsor or its designated agents; (viii) by accepting the Grand Prize, the winner agrees to waive all recourse against the Released Parties (defined below) if the Grand Prize or a component thereof does not prove satisfactory, either in whole or in part, including, without limitation, if the 2025 JUNO Awards are delayed, postponed, or cancelled for any reason; (ix) the winner's travel companion must sign and return the Sponsor's release (by the date indicated on the release form) indicating that he/she waives all recourse against the Releasees relating to their participation in the Grand Prize (including, without limitation, any travel related thereto); (x) if the winner's travel companion is under the age of majority where they reside, the winner must be the parent or legal guardian of the travel companion and must sign the release on their behalf; (xi) the winner and his/her guest are required to follow all rules in place at the venue where the 2025 JUNO Awards are held, otherwise they may be ejected from the venue (and will receive no compensation or substitute prize); (xii) all airline tickets are subject to availability at the time of booking; (xiii) neither Sponsor nor any of its prize suppliers will replace any lost or stolen tickets; and (xiv) if the winner resides within 200km of Vancouver, no airfare will be provided, and nothing will be substituted in its place.

## **5. WINNER SELECTION AND PRIZE NOTIFICATION**

### **INSTANT PRIZES**

Instant Prizes will be awarded by an algorithm (computer program) that randomly distributes the available Instant Prizes throughout the Contest Period. The potential winners will be those who submit an entry at or first after each such game play. Winning an Instant Prize will result in an email message sent to the email address submitted at the time of entry or otherwise available to the Sponsor containing a unique mobile coupon that can be redeemed at a participating Waypoint or Mobil Mart convenience location.

### **SECONDARY PRIZES**

The “**Secondary Prize Draws**” will be initiated by a Contest administrator (human) and processed by an algorithm (computer program) that simulates a random draw, from amongst all eligible Secondary Prize Entries received during the Contest Period. Any attempt to manipulate or tamper with the winner selection system or the database of Secondary Prize Entries will result in disqualification and possible criminal prosecution.

The random draw for the Secondary Prizes will be conducted on or about September 30, 2024 (the “**PRIZES DRAW DATE**”) in Markham, ON from all eligible Secondary Prize Entries received during the Contest Period.

**LIMIT:** one (1) Secondary Prize per entrant/household.

The Sponsor or its designated representative will make up to three (3) attempts to contact the selected entrants by the email submitted at the time of Entry or otherwise available to the Sponsor within five (5) business days following the Prizes Draw Date. If a selected entrant: (i) cannot be contacted within three (3) attempts or five (5) business days of being selected (whichever occurs first); or (ii) there is a return of any notification as undeliverable, then the selected entrant will be disqualified and an alternate entrant will be randomly selected from among the remaining eligible Entries received during the Contest Period. If time permits, at the discretion of the Sponsor, the process noted above will be repeated until the earlier of up to three (3) times, until a selected entrant has been contacted and the applicable Prize has been awarded or there are no eligible Entries remaining.

## **GRAND PRIZE**

The Grand Prize Draw will be initiated by a Contest administrator (human) and processed by an algorithm (computer program) that simulates a random draw from amongst all eligible Grand Prize Entries received during the Contest Period. Any attempt to manipulate or tamper with the winner selection system or the database of Entries will result in disqualification and possible criminal prosecution.

The random draw for the Grand Prize will be conducted on or about September 30, 2024 (the “**Grand PRIZE DRAW DATE**”) in Markham, ON from all eligible Grand Prize Entries received during the Contest Period.

**LIMIT:** one (1) Grand Prize per entrant/household.

The Sponsor or its designated representative will make up to three (3) attempts to contact the selected entrant by the email submitted at the time of Entry or otherwise available to the Sponsor within five (5) business days following the Grand Prize Draw Date. If the selected entrant: (i) cannot be contacted within three (3) attempts or five (5) business days of being selected (whichever occurs first); or (ii) there is a return of any notification as undeliverable, then the selected entrant will be disqualified and an alternate entrant will be randomly selected from among the remaining eligible Grand Prize Entries received during the Contest Period. If time permits, at the discretion of the Sponsor, the process noted above will be repeated until the earlier of up to three (3) times, or until a selected entrant has been contacted and the Grand Prize has been awarded or there are no eligible Grand Prize Entries remaining.

## **6. PRIZE CLAIM CONDITIONS**

### **INSTANT PRIZES**

If you are eligible to win an Instant Prize, you must correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question to be confirmed as a winner. Once you are a confirmed winner, you may redeem such Prize by presenting your mobile coupon to a participating Waypoint Convenience or Mobil Mart Convenience location. Each time you successfully redeem an Instant Prize, you will automatically receive one (1) Grand Prize Entry.

**LIMIT:** up to three (3) mobile coupon (i.e. Instant Prize) redemptions per day, per entrant/email address.

All mobile coupons for an Instant Prize must be redeemed, in-store in a participating Waypoint Convenience or Mobil Mart Convenience location, within ten (10) days of issuance and in any event prior to September 18, 2024, after which time, the mobile coupon will expire. The Sponsor is not responsible for sending mobile coupons to winners who provide invalid email addresses.

By accepting an Instant Prize, entrant releases the Released Parties from any liability in connection with this Contest, the selected entrant's participation therein and/or the awarding and use/misuse of the Instant Prize or any portion thereof.

## **SECONDARY PRIZES**

To be declared a winner and be awarded a Secondary Prize, the selected entrant must: (i) respond to the selection notification within the time period described above; (ii) correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question; and (iii) otherwise comply with these Rules. As a condition of being declared a winner, the selected entrant may also be required to do any or all of the following: (i) supply proof of age consisting of a legible photocopy of either a provincially issued driver's license or other government issued identification; (ii) supply proof of address consisting of a legible photocopy of either a provincially issued driver's license or other government issued identification, and (iii) sign and return the Sponsor's form of Declaration and Release Form (the "**RELEASE FORM**"). The Release Form (among other things): (i) confirms compliance with these Rules and acceptance of the applicable Prize as awarded without substitution; (ii) releases the Sponsor, its affiliated and related companies, the prize suppliers, advertising and promotional agencies and each of their respective shareholders, directors, officers, employees, agents, dealers, representatives, successors and assigns from any liability in connection with this Contest, the selected entrant's participation therein and/or the awarding and use/misuse of the Prize or any portion thereof; and (iii) 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 the Sponsor in any manner whatsoever, including print, broadcast or the Internet. The Release Form must be sent electronically with other documentation. The Sponsor and their agents assume no responsibility for lost, stolen, delayed, illegible, damaged, misdirected, late, or otherwise void Release Forms.

## **GRAND PRIZE**

To be declared a winner and be awarded the Grand Prize, the selected entrant must: (i) respond to the selection notification within the time period described above; (ii) correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question; and (iii) otherwise comply with these Rules. As a condition of being declared a winner, the selected entrant may also be required to do any or all of the following: (i) supply proof of age consisting of a legible photocopy of either a provincially issued driver's license or other government issued identification for both winner and guest; (ii) supply proof of address consisting of a legible photocopy of either a provincially issued driver's license or other government issued

identification for both winner and guest, and (iii) winner and guest must sign and return the Sponsor's form of Declaration and Release Form (the "**GRAND PRIZE RELEASE FORM**"); (iv) pay any applicable travel taxes not included in the awarding of the Grand Prize. The Grand Prize Release Form (among other things): (i) confirms compliance with these Rules and acceptance of the Grand Prize as awarded without substitution; (ii) releases the Sponsor, its affiliated and related companies, the prize suppliers, advertising and promotional agencies and each of their respective shareholders, directors, officers, employees, agents, dealers, representatives, successors and assigns (the "**RELEASED PARTIES**") from any liability in connection with this Contest, the selected entrant's participation therein and/or the awarding and use/misuse of the Grand Prize or any portion thereof; (iv) 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 the Sponsor in any manner whatsoever, including print, broadcast or the Internet. The Grand Prize Release Form must be sent electronically with other documentation. The Sponsor and their agents assume no responsibility for lost, stolen, delayed, illegible, damaged, misdirected, late, or otherwise void Release Forms; and (v) winner and guest must be ready to travel on/or about March 27 – 31, 2025 on the travel itinerary that will be provided by Sponsor and are responsible to ensure that they have all the travel documentation and/or vaccination(s) required by the government.

Declining the Grand Prize, failing to correctly answer the mathematical skill-testing question, failing to return the properly executed Release Form within the time period indicated on the Grand Prize Release Form or otherwise failing to comply with these Rules will cause the Grand Prize to be forfeited and a new random draw may be held time permitting in the discretion of the Sponsor, in accordance with the process for the Grand Prize, as described above.

### **All Prizes**

For all Prizes, 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.

Declining the Prize, failing to correctly answer the mathematical skill-testing question, failing to return the properly executed Release Form (for Grand Prize and Secondary Prizes) within the time period indicated on the Release Form or otherwise failing to comply with these Rules will cause the Prize to be forfeited and a new Random Draw may be held time permitting in the discretion of the Sponsor in accordance with the process for the applicable Prize, as described above.

The Sponsor is not responsible for contacting or forwarding Prizes to winners who leave unclear or incomplete information, or for Prizes lost, misdirected, delayed or destroyed while in transit.

## **7. LIMITATION OF LIABILITY AND RELEASE**

None of the Sponsor, its affiliates or related companies, advertising agencies, licensees, franchisees, partners, retailers, distributors and any other persons related to the Contest and each of their respective officers, directors, shareholders, employees, agents, representatives, successors and assigns (collectively, the "**RELEASED PARTIES**") shall be responsible in any way or bear any liability whatsoever in any way for any participation in this Contest or the awarding, acceptance, use, misuse, possession, loss or misdirection of any Prize, for any entries that are delayed, stolen, misdirected, lost, destroyed or damaged, for any failure or slowdown of programs or software supporting, connected to or related to this Contest, for any problems or technical malfunctions of any kind, including without limitation computer systems, servers, equipment or software, however caused, for any inability of any winner to accept a Prize for any reason or for any claim or loss attributable to a Prize awarded in this Contest. By participating in

the Contest, entrants agree to: (i) abide by these Contest Rules and the decisions of the Sponsor, which decisions shall be final, (ii) release and hold harmless each of the Releasees from any and all claims for damage, injury, death, loss, or other liability that may arise from any entrant's participation in the Contest or the awarding, acceptance, use, or misuse of any prize, and (iii) waive all rights to claim punitive, incidental and consequential damages, attorney fees or damages other than actual out-of-pocket costs incurred to enter.

Without limiting the generality of the foregoing, the Releasees shall not be liable for any: (1) incorrect or inaccurate information, whether caused by entrants; or an error related to the programming of the Contest; (2) technical failures of any kind, such as in particular, hardware or software errors; faulty computer; any malfunctions, inaccessibility of the Contest Website in whole or in part for any reason; service interruptions or disconnections of Internet networks, telephone lines; garbled, jumbled or faulty data transmissions; failure of any online transmissions to be sent or received; (3) unauthorized human intervention at any stage of the Contest entry process or participation; (4) technical or human errors which may occur in the administration of the Contest or in the processing of Entries; or (5) any harm or prejudice suffered by persons, or any material damages resulting from participation in the Contest or acceptance, use, implementation or misuse of any Prize. If for any reason, it is confirmed that an entrant's Entry was deleted, lost, or otherwise destroyed or corrupted by error, the only remedy, which the entrant is entitled to, is requesting to obtain another Entry to the Contest, if possible.

## **8. PRIVACY**

By entering this Contest, each entrant expressly consents to the Sponsor and its agents storing, sharing, and using the personal information submitted with an entry. The Sponsor and its authorized agents will collect, use, and disclose the personal information you provide at the time of Entry to the Contest for the purposes of administering the Contest and Prize fulfillment.

By entering this Contest, each winner consents in writing to the use of their name, city and province where they reside by Sponsor, as well as any audio/video image, statements, and/or photographs in any related publicity and publication without further compensation, worldwide and in perpetuity, in any and all forms of media and social media now known or hereafter devised, including, but not limited to, the Internet, Facebook, Twitter, Linked In, YouTube, Pinterest, SnapChat, Instagram, Tik Tok and in any publicity or advertising carried out by the Sponsor, unless prohibited by law. Sponsor reserves the right to post or publish any winner's name, city, or province of residence, photograph, likeness, voice or other statements, as directed by the winner, on its website and/or on the website of Sponsor's affiliated companies and/or on the sponsor's website for advertising and promotional purposes, where lawful, without further compensation to the winner, worldwide and in perpetuity.

The opportunity to receive other communications about the Sponsor's products, contests and other promotional offers may be provided by the Sponsor.

Please refer to our privacy policy for more information about how we manage your personal information: <https://waypointconvenience.com/privacy-policy/>

## **9. RIGHT TO MODIFY / SUSPEND / TERMINATE**

The Sponsor reserves the right, in its sole and absolute discretion, 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, in its sole and absolute discretion, 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.

## **10. AGREEMENT TO BE LEGALLY BOUND**

By participating in this Contest, each entrant agrees to be bound by (i) these Rules; and, (ii) all decisions of the Sponsor and the Administrator, which are final in all respects.

## **11. GENERAL CONDITIONS.**

The Sponsor reserves the right, in its sole discretion, to disqualify from this Contest any person that the Sponsor reasonably believes has tempered or attempted to temper with the entry process, the operation of the Contest or the Contest Website, who does not comply with these Rules or acts in a manner that goes against the spirit of the Contest or adversely or with the intent to disturb, insult, threaten, intimidate or harass any other person. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER PERSON TO DELIBERATELY DAMAGE THE CONTEST PLATFORM/APPLICATION (OR A WEBSITE LINKED THERETO) OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

All decisions rendered by the Sponsor regarding any aspects of the Contest are final. The Contest is subject to all applicable federal, provincial and municipal laws.

By entering the Contest, each entrant agrees (a) that any and all disputes, claims and causes of action arising out of or connected with this Contest or any Prize shall be resolved in accordance with the laws of the Province of Ontario and federal laws applicable therein, and (b) to irrevocably submit to the exclusive jurisdiction of the courts of the Province of Ontario over any claim or matter arising under or in connection with the Contest or these Rules.

The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision contained herein. If any provision of these Rules is determined to be invalid or otherwise unenforceable, then the Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. The paragraph headings are used for reference purposes only and shall not affect the interpretation of the Rules.

For further Contest details or inquiries contact a promotional representative at:

Waypoint Convenience's "Chart Topper"  
140 Allstate Parkway, Suite 503  
Markham, ON  
L3R 5Y8

The Canadian Academy of Recording Arts and Sciences, Coca-Cola and Monster Energy, Nestle, Frito Lay, Red Bull, Mars Wrigley and Jack Links are not sponsors of this Promotion and are in no way responsible for the administration of the Promotion, the verification of participants or the fulfillment of prizes. All inquiries regarding the Promotion should be directed to Sponsor and not to The Canadian Academy of Recording Arts and Sciences, Coca-Cola and Monster Energy, Nestle, Frito Lay, Red Bull, Mars Wrigley and Jack Links.

**Mini Rules**

\*No purchase necessary. Open to residents of the provinces of BC, AB, SK, MB, ON, NB, NS or YT, Canada who are over the age of majority only. Starts June 18, 2024, at 12:00 a.m. ET and ends September 9, 2024, at 11:59:59 p.m. ET. Full rules and entry details

at [www.ChartTopper.ca](http://www.ChartTopper.ca). 1 Grand Prize of a trip for 2 to the 2025 JUNO Awards in Vancouver, British Columbia, (ARV \$10,200 CAD). 4,500 instant prizes available at contest start date (ARV range from \$2.19 CAD to \$4.49 CAD and include a variety of convenience store snacks.

10 Secondary prizes available each consisting of a \$100 gift card selected by the Sponsor. Odds depend on number of eligible entries for Grand and Secondary Prizes, and on random gameplay entry for Instant Prizes. Skill-testing question required.