

# Split the Pot Sweepstakes Official Rules

**NO PURCHASE IS NECESSARY TO ENTER THE SWEEPSTAKES. ODDS OF WINNING DEPEND UPON THE TOTAL NUMBER OF ELIGIBLE ENTRIES. A DONATION OR DIRECT PAYMENT TO THE SPONSOR WILL NOT INCREASE YOUR CHANCES OF WINNING. DO NOT ENTER THIS SWEEPSTAKES IF YOU ARE NOT ELIGIBLE AT TIME OF ENTRY.**

**THE SWEEPSTAKES IS NOT PART OF THE SPLIT THE POT OR ONE GREAT LOTTERY RAFFLES AND IS A SEPARATE CONTEST.**

These rules (the "Official Rules") contain an arbitration agreement and class action waiver which affect your legal rights. It is strongly recommended that you review the rules in their entirety before entering the Sweepstakes.

The "Split the Pot Sweepstakes" (the "Sweepstakes") begins on March 26, 2026 at 1:00 p.m. ET (the "Sweepstakes Start Date") and ends on April 29, 2026, at 11:59 p.m. ET (the "Sweepstakes End Date") (such period referred to herein as the "Sweepstakes Entry Period"). All times are measured by Eastern Time (ET).

See below for the full schedule:

<b>Sweepstakes Start</b>	<b>Sweepstakes End</b>	<b>Draw Date</b>
March 26, 2026 at 1:00 p.m. ET	April 29, 2026 at 11:59 PM ET	On or about Friday May 1, 2026

<b>Prize Type</b>	<b>Prize</b>	<b>Sweepstakes Entry Deadline Date</b>	<b>Draw Date</b>
Consolation	\$1,000	April 29, 2026 at 11:59 PM ET	On or about Friday May 1, 2026
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Consolation	\$1,000	April 29, 2026 at 11:59 PM ET	On or about Friday May 1, 2026
Grand	2026 Hyundai TUCSON Ultimate Hybrid Or \$50,000 Cash Alternative	April 29, 2026 at 11:59 PM ET	On or about Friday May 1, 2026

**1. SPONSOR:**

The Sweepstakes is sponsored by AscendFS, Inc. (the "Sponsor" or "Ascend") and administrated by Ascend.

**2. ELIGIBILITY:**

The Sweepstakes is only open to legal residents of Alberta, Manitoba, British Columbia

and Ontario who are at least eighteen (18) years of age (19 in BC) at the time of entry. Entries are limited to individuals only; commercial enterprises and business entities are not eligible. By participating in the Sweepstakes, each participant unconditionally accepts and agrees to comply with and abide by the terms and conditions stated in these Official Rules which shall be final and binding in all respects, agrees to be bound by the decisions of Sponsor, and warrants that she/he is eligible to participate in the Sweepstakes.

Employees, staff, independent contractors, officers, and directors of Sponsor and/or their respective affiliates, subsidiaries, advertising, promotion, fulfillment agencies, legal advisors, their immediate family members and persons living in the same household, are not eligible to participate in the Sweepstakes.

The following persons and as well as their immediate family members residing in the same household are not eligible to participate: Anyone involved in the administration or operation of a Split the Pot Lottery (BC, ON or AB) or One Great Lottery Raffle, foundation staff and board of directors of Cowichan District Hospital Foundation, Waterloo Regional Health Network Foundation, Royal Alexandra Hospital Foundation or Misericordia Health Foundation (collectively, the "Foundations"). Any entries into the Sweepstakes by these individuals shall not be eligible to win.

The Sweepstakes is void where prohibited and/or restricted by law and is subject to applicable federal, provincial, and municipal laws and regulations.

### **3. HOW TO ENTER:**

#### **a. TO ENTER BY PURCHASING:**

- **Ontario, Alberta, Manitoba:**

Individuals will be **automatically** entered to receive entries corresponding to the value of the tickets they purchased for the Split the Pot (or One Great Lottery) raffle. For example, if you purchased \$100 in entries for the Split the Pot or One Great Lottery raffle, you will automatically receive 100 entries into the Split the Pot Sweepstakes. In-store purchases of raffle tickets (where available) must be attached to a valid phone number (to be provided at the time of raffle ticket purchase) in order to be eligible to win the Sweepstakes. **The sweepstakes is not part of the raffle and is a separate contest.**

Sweepstakes entries will be disseminated on Thursday, April 30, 2026 to eligible individuals in a confirmation email prior to the draw .

- **British Columbia**

When an individual located in British Columbia makes a purchase for the Split the Pot raffle program, they will have the option at checkout to **opt-in to enter** the Split the Pot Sweepstakes. If they choose to opt-in, they will receive entries corresponding to the value of the tickets they purchased for the Split the Pot raffle. For example, if you purchased \$100 in entries for the Split the Pot raffle and you choose to **opt in** to the

sweepstakes, you will have 100 entries into the Split the Pot Sweepstakes.

Sweepstakes entries will be disseminated on Thursday, April 30, 2026 to eligible individuals in a confirmation email prior to the Draw Date.

**The sweepstakes is NOT part of the raffle/lottery and is a separate contest.**

**If you do not wish to be entered in the Split the Pot Sweepstakes, please do not check the 'I would like to enter the 'April' STP Sweepstakes' box at checkout, or please email [support@splitthepot.ca](mailto:support@splitthepot.ca).**

b. **Free Entry:** For individuals who do not want to enter the Split the Pot or One Great Lottery raffle but want to enter the Split the Pot Sweepstakes, they can enter for free at <https://ascendfs.typeform.com/to/cdm93Qzj>. Entries must include your (i) full name, (ii) email address, (iii) phone number and (iv) a scanned copy of an original handwritten 250-word essay explaining the importance of one of our participating Split the Pot or One Great Lottery foundations and charities or a personal experience with one of these participating foundations. Each successfully submitted entry will receive 20 entries in the Sweepstakes. Participants must provide all required information to be eligible to enter and win.

Essays must be written about the identified topic and be an original handwritten essay. Duplicate entries will be disqualified. To qualify, the essay must be in good taste, as determined by the Sponsor in its sole discretion. Free entry requests must be completed as indicated above and must be received no later than April 29, 2026 at 11:59 PM ET, to ensure entry into the draw for the Sweepstakes Prize. No photocopied, artificial intelligence generated, computer-generated, mechanically reproduced or mass entries permitted. Use (or attempted use) of any automated system to enter or otherwise participate in the Sweepstakes is prohibited and is grounds for disqualification in the sole discretion of the Sponsor. Illegible submissions will not be accepted. Essays become the property of the Sponsor and will not be acknowledged or returned. The Sponsor may, at its sole discretion, use the essays in whole or in part in promotional material. Free entries that do not clearly provide all of the above listed information will be deemed ineligible (as determined in Sponsor's sole discretion). Sponsor is not responsible for late, lost, or damaged entries, or technical issues that otherwise might prevent Sponsor's receipt of any free entry submissions. Sponsor is not responsible for technical issues that otherwise might prevent recipient's receipt of any free entry email confirmations. Use (or attempted use) of any automated system to enter or otherwise participate in the Sweepstakes is prohibited and is grounds for disqualification in the sole discretion of the Sponsor.

By entering the Sweepstakes participants acknowledge that they have read and understand these Rules and accept and agree to be bound by these Rules, including eligibility requirements, and that the decisions of the Sweepstakes Sponsor are final, binding and conclusive on all matters relative to the Sweepstakes.

Entrants must meet the eligibility criteria outlined in the sweepstakes rules in order to be eligible to win. Anyone with an entry into the Sweepstakes is considered an "entrant".

#### **4. ODDS OF WINNING:**

The odds of winning a Prize depends on the total number of eligible entries received during the Sweepstakes Entry Period. There is no limit to the number of entries the Sponsor may receive and **the maximum number of entries any one person can have into the sweepstakes is 1,000 regardless of entry method.**

#### **5. PRIZING:**

There will be twelve (12) winners of the \$1,000 cash prize (each, a "Consolation Prize"), and one (1) winner (the "Winner") of the Hyundai TUCSON Ultimate Hybrid (the "Vehicle") or the \$50,000 Cash Alternative (the "Sweepstakes Grand Prize"). Each prize is referred to as a "Prize" and collectively the "Prizes"). Sweepstakes entry deadline date and time is April 29, 2026 at 11:59 PM ET ("Deadline Date").

Sponsor will select thirteen (13) winners from the entire pool of valid entries that have been submitted by the Sweepstakes Deadline Date.

**Grand Prize ARV:** \$50,392.70 (Vehicle)

**Consolation Prize ARV:** = \$1,000 x 12 Prizes

**SEE PRIZE CONDITIONS FOR FURTHER DETAILS.**

#### **Cash Alternative Grand Prize:**

If the Winner elects not to accept the Sweepstakes Grand Prize of the Vehicle, they may choose to receive a cash alternative of CAD \$50,000 (the "Cash Alternative"), which shall also be considered a Grand Prize. The winner must notify the Sponsor in writing of their choice within 5 business days of being declared the winner. Once a selection has been made, it cannot be changed.

The Cash Alternative will be awarded in the form of a cheque or electronic funds transfer, at the Sponsor's discretion, and will be payable in Canadian dollars. The Cash Alternative is non-transferable and non-assignable.

No substitution, assignment, or transfer of the Prize is permitted, except that the Sponsor reserves the right, in its sole discretion, to substitute a prize of equal or greater value if the Prize cannot be awarded as described for any reason.

#### **6. SELECTION OF WINNER:**

The following Winner selection process shall apply to all Prizes (including Consolation Prizes) offered in this Sweepstakes. The Winner selection process is as follows: On or about May 1, 2026 (Prize Drawing Date), Sponsor will select the potential Sweepstakes

Prize winner ("Potential Winner") in accordance with these Official Rules. The Potential Winners will be selected by random drawing using a random number generator algorithm from all eligible entries received by the Sponsor during the Sweepstakes Entry Period. The Potential Winners will be notified by email and/or by telephone shortly after the Drawing Date, using the email address or telephone number provided with the selected entry, and will be conditionally awarded the Sweepstakes Prize subject to verification of eligibility and compliance with the terms and conditions of these Official Rules. If a Potential Winner does not respond within one (1) business day after the first notification attempt, or if the prize notification is returned as undeliverable, or if the Potential Winner fails to provide the necessary information to confirm the Potential Winner's identity and eligibility to receive the Sweepstakes Prize, such Potential Winner may be disqualified and the Sponsor may, in its sole discretion, select an alternate Potential Winner to be selected by a random drawing from among the remaining eligible entries. The notification will include instructions for how to contact the Sponsor to provide name, address and other information that may be required to complete validation of eligibility and delivery of the Sweepstakes Prize. No liability is assumed for any winner notification that is lost, intercepted or not received by a Potential Winner for any reason. In the event that a Potential Winner is disqualified for any reason, the Sponsor may, in its sole discretion, award the Sweepstakes Prize to an alternate Potential Winner who will be selected by a random drawing from among the remaining eligible entries. The selected Potential Winner must execute all consents as provided by applicable law.

## **7. VERIFICATION OF POTENTIAL WINNER:**

The following verification process shall apply to all Potential Winners. The Potential Winner is subject to verification by the Sponsor. Sponsor's decisions are final and binding in all matter relating to the administration, operation, selection of the Potential Winner, and all other matters related to the Sweepstakes. A Potential Winner is not a winner of any prize unless and until the Potential Winner's eligibility and compliance with these Official Rules has been verified by the Sponsor, in its sole discretion, and the Potential Winner has been notified that verification is complete. In order to receive the Prize, the Potential Winner will be required to correctly answer, without assistance of any kind, whether mechanical, electronic, or otherwise, a time-limited mathematical skill-testing question to be administered by phone by the Sponsor or Sponsor's designated agent at a mutually agreeable time.

As a condition of being declared a winner, each Potential Winner must correctly answer, **without assistance of any kind**, a time-limited mathematical skill-testing question. The skill-testing question will be administered **during a verification phone call** and will be provided to the Potential Winner **by email** during that call. The Potential Winner will have **five (5) minutes** to correctly answer the skill-testing question. The time period will begin **once the Potential Winner confirms receipt of the email containing the skill-testing question**, as determined by the Sponsor. The skill-testing question must be answered **unaided**, meaning the Potential Winner may not use calculators, electronic devices, written materials, the internet, or receive assistance from any other person. The Sponsor may advise the Potential Winner of the time remaining during the call if requested. The

Potential Winner shall have one opportunity to provide a correct answer within the prescribed time period. If the Potential Winner fails to provide a correct answer **within the prescribed time period**, or otherwise fails to comply with these requirements, the Potential Winner will be **disqualified** and will forfeit the prize, and the Sponsor may select an alternate Potential Winner in accordance with these Rules.

The Potential Winner may be required to complete and return an Affidavit of Eligibility, Release of Liability and/or Publicity Release in the form(s) provided by Sponsor or Sponsor's Attorneys (collectively, the "Affidavit") by the date specified by Sponsor, or such Potential Winner will be disqualified, and an alternate Potential Winner may be selected. In the event that (a) Potential Winner cannot be reached within one (1) business day of initial notification from Sponsor, or for whatever reason after a reasonable effort has been exerted, or the Potential Winner notification or Affidavit is returned as unclaimed or undeliverable, or if the Potential Winner fails to provide the necessary information to confirm the Potential Winner's identity, residency and eligibility to receive the Sweepstakes Prize within the allotted time provided; (b) Potential Winner declines or cannot accept, receive or use the Sweepstakes Grand Prize for any reason and chooses not to receive the Cash Alternative; (c) Potential Winner is found to be ineligible to enter the Sweepstakes or receive the Sweepstakes Grand Prize ; (d) Potential Winner fails to correctly answer the skill-testing question; (e) Potential Winner did not, cannot or does not comply with these Official Rules; or (f) Potential Winner fails to fulfill the Affidavit-related, Release of Liability, identity verification or Publicity Release (where permitted by law) obligations within the allotted time, then the Potential Winner shall be disqualified from the Sweepstakes and an alternate Potential Winner may be randomly selected, at Sponsor's sole discretion, from among the remaining eligible entries received. Sponsor reserves the right to modify the notification and Affidavit procedures in connection with the selection of an alternate Potential Winner, if any. A Potential Winner will be declared the Sweepstakes Winner when all of the conditions of these Official Rules are fulfilled to the satisfaction of Sponsor, in its sole discretion. In the event of a dispute as to the identity of the entrant, any online entry will be deemed submitted by the authorized account holder of the e-mail account provided to the Sponsor at the time of entry into the raffle (as sweepstakes entries will be attached to the identity of the tickets of the raffle ticket holder) or free entry, provided such account holder still meets the eligibility requirements for the Sweepstakes. The authorized account holder shall be the natural person to whom the applicable email address has been assigned by the Internet access provider, service provider, or other online organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor may limit the number of attempts to award a Prize to two (2) attempts. If a Winner cannot be confirmed after two (2) attempts, the Prize may remain unawarded.

**AN ENTRANT OR POTENTIAL WINNER IS NOT A WINNER OF ANY PRIZE, EVEN IF THE SWEEPSTAKES SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT OR POTENTIAL WINNER'S ELIGIBILITY AND COMPLIANCE WITH THESE OFFICIAL RULES HAVE BEEN VERIFIED AND ENTRANT OR POTENTIAL WINNER HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.**

## **8. PRIZE CONDITIONS**

Prize is not transferable. Prize must be claimed as a whole and Prize substitution, in whole or in part, will not be allowed except in Sponsor's sole discretion. Sponsor is not responsible if the Winner does not use any portion of the Prize. All expenses and costs associated with the acceptance or use of the Prize are the sole responsibility of the Winner. Sponsor will not replace any lost or stolen Prizes.

**Vehicle may not be exactly as shown.** Color and options are at the Sponsor's sole discretion and subject to availability. Value stated is retail at the time of tender. Value is approximate and includes applicable taxes and freight. Vehicle prize delivery may be delayed due to market and supply line challenges which are out of control of the Sponsor.

The Vehicle will be delivered to one of the following designated pick-up locations based on the Winner's province of residence: **Edmonton, Alberta; Winnipeg, Manitoba; Vancouver, British Columbia; or Mississauga, Ontario.** The Sponsor will arrange and pay for delivery of the Vehicle to the pick up location in the applicable city. The Winner will be responsible for all costs and expenses associated with traveling to and from the designated pick-up location, including but not limited to transportation, accommodation, meals, and insurance. Delivery timelines may vary and may take up to ten (10) weeks for delivery in Ontario. If the Winner resides in **BC, Alberta or Manitoba** it may take an additional **ten (10) to sixteen (16) weeks** for delivery due to transport logistics. The Sponsor will notify the Winner once the Vehicle is available for pick-up and will coordinate details regarding the date, time, and location for delivery.

Winner is responsible for all applicable licensing, insurance, title and registration requirements and fees and for all costs associated with vehicle, pickup and any other expenses related to the acceptance and use of the Vehicle not specified herein, including but not limited to any costs incurred by winner relating to pickup and use of the Vehicle, which may vary from province to province. Winner must have a valid driver's license and proof of insurance in order to pick up and claim Sweepstakes Grand Prize.

THE VEHICLE WILL BE AWARDED "AS-IS" WITHOUT WARRANTY OF ANY KIND. WINNER ACKNOWLEDGES THAT SPONSOR HAS NOT MADE NOR IS IN ANY MANNER RESPONSIBLE FOR ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO ANY PRIZE OFFERED IN THIS SWEEPSTAKES, INCLUDING BUT NOT LIMITED TO ITS MERCHANTABILITY, QUALITY, MECHANICAL CONDITION OR FITNESS FOR A PARTICULAR PURPOSE.

## **9. TAXES:**

Any taxes which are payable on, or connected with, the receipt of the Prize are solely the responsibility of the Winner of that Prize and must be paid by the Winner in accordance with applicable federal, provincial, and/or municipal tax laws. If you are a Winner, it is important that you determine what federal and/or provincial taxes you may

have to pay. Winners are encouraged to consult with an accountant or tax preparer to make that determination. Nothing shall be construed such that either Sponsor, or any of the Foundations, licensors and suppliers, and each of their respective parents, affiliates, subsidiaries, partners, and advertising and promotion agencies, and all of their respective officers, directors, employees, representatives, shareholders, members, consultants and agents, is in any way liable for the Sweepstakes Winner's tax liability that may be created when the Sweepstakes Winner claims the Prize.

#### **10. RELEASE OF LIABILITY:**

By participating in the Sweepstakes, each entrant agrees to the full extent allowed by applicable law to: (a) comply with and be bound by these Official Rules and the decisions of Sponsor, which are binding and final in all matters relating to this Sweepstakes; (b) defend, indemnify, release and hold harmless the Sponsor, Foundations, and their respective parent, subsidiary, and affiliates and affiliated companies, service providers, celebrities, celebrities' team/employer, partners and any other person and organization responsible for sponsoring, fulfilling, administering, advertising or promoting the Sweepstakes, and all of their respective past and present officers, directors, employees, agents, attorneys and representatives, and their successors and assigns (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy, defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Sweepstakes, travel, lodging, acceptance, possession, attendance at, defect in, delivery of, inability to use, use or misuse of a Sweepstakes Prize, or any portion thereof (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry. Released Parties are not responsible if a Sweepstakes Prize, or any portion thereof, is delayed, postponed, or cancelled for any reason, in which event that portion of the prize is forfeited in its entirety and no substitution will be provided except at the Sponsor's sole discretion. The Winner acknowledges that all prizes are awarded "as-is" and the Sponsor expressly disclaims any warranties, express or implied, including but not limited to the warranties of merchantability and fitness for a particular purpose, relating to a Sweepstakes Prize in any way.

#### **11. PUBLICITY RELEASE:**

Except where prohibited or restricted by law, a Sweepstakes Winner's acceptance of a Sweepstakes Prize, or any portion thereof, constitutes the Sweepstakes Winner's and guest's (if applicable) agreement, permission and consent for Sponsor and any of their designees to use and/or publish the Sweepstakes Winner's and/or guest's full name, city and province or territory of residence, photographs or other likenesses, pictures, portraits, video, voice, testimonials, and/or statements made by the Sweepstakes Winner and/or guest regarding the Sweepstakes or otherwise,

worldwide and in perpetuity for any and all purposes, including, but not limited to, advertising, publicity, trade and/or promotion on behalf of Sponsor, in any and all forms of media, now known or hereafter devised, including, but not limited to, print, TV, radio, electronic, cable, or World Wide Web, without further limitation, restriction, compensation, notice, review, or approval.

## **12. PRIVACY:**

In order to participate in the Sweepstakes, entrants will be required to supply certain information about themselves on the Sweepstakes Website entry pages and accept the Privacy Policy and Official Rules terms and conditions checkbox on the entry page, as well as the sweepstakes opt in checkbox (BC) where applicable. You cannot enter the Sweepstakes without accepting the terms and conditions check box(es). Sponsor has specified on the Sweepstakes Website which information is mandatory in order to participate in the Sweepstakes. This information will be used by Sponsor for the purposes of administering future marketing for Split the Pot and One Great Lottery raffle programs, and will be shared with their respective affiliates, subsidiaries, advertising, promotion and fulfillment agencies, legal advisors, and service providers. The personal information will be collected, processed, and used in accordance with the privacy policy found at <https://www.ascendfs.com/privacy-policy>. You may unsubscribe from communications at any time.

## **13. GENERAL CONDITIONS:**

The Released Parties shall not have any obligation or responsibility, including any responsibility to award any prize to entrants, with regard to: (a) entries that contain inaccurate information and/or do not comply with and/or violate these Official Rules; (b) entries, prize claims and/or notifications that are lost, late, incomplete, illegible, unintelligible, damaged and/or otherwise not received by the intended recipient, in whole or in part, due to computer, human and/or technical error of any kind; (c) entrants who have committed fraud and/or deception in entering and/or participating in the Sweepstakes and/or claiming a Sweepstakes Prize; (d) telephone, electronic, hardware, software, network, Internet and/or computer malfunctions, failures and/or difficulties; (e) any inability of the Sweepstakes Winner to accept a Sweepstakes Prize for any reason; (f) if a Sweepstakes Prize cannot be awarded due to delays and/or interruptions due to Acts of God, natural disasters, terrorism, weather and/or any other similar event beyond Sponsor's reasonable control; (g) printing, typographical or other errors appearing within these Official Rules, in any Sweepstakes-related advertisements or other materials; or (h) any damages, injuries and/or losses of any kind caused by and/or resulting from awarding, acceptance, possession, use, misuse, loss and/or misdirection of any Sweepstakes Prize and/or resulting from participating in this Sweepstakes and/or any promotion and/or Sweepstakes Prize related activities. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be (x) tampering with the entry process and/or the operation of the Sweepstakes, the Sweepstakes Website, and/or with any website promoting the Sweepstakes; (y) acting in violation of these Official Rules; or (z) entering and/or

attempting to enter the Sweepstakes multiple times in violation of these Official Rules and/or the use of any robotic and/or automated devices to submit entries. If Sponsor determines, in its sole discretion, that technical difficulties, malfunction, error, disruption and/or damage and/or other unforeseen events compromise the administration, security, fairness, integrity, proper conduct or viability of the Sweepstakes, Sponsor reserves the right to void the entries at issue, and/or terminate the relevant portion of the Sweepstakes, including the entire Sweepstakes, and/or modify the Sweepstakes and/or award a Sweepstakes Prize from all eligible entries received as of the termination date. Sponsor reserves the right to suspend, modify and/or cancel the Sweepstakes or these Official Rules before the scheduled Sweepstakes End Date. In the event the Sweepstakes is cancelled, all entries into such Sweepstakes will be deemed null and void, no winners will be selected, and no Sweepstakes Prizes will be delivered. The invalidity or unenforceability of any provision of these Official 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 Official 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. Headings and captions are used in these Official Rules solely for ease of reference and shall not be deemed or considered to affect in any manner the meaning or intent of these Official Rules or any provision hereof. These Official Rules cannot be modified or amended in any way except in writing by a duly authorized representative of the Sponsor. Subject to the provisions of these Official Rules, employees of the Sponsor, or of any of its franchisees, are not authorized to modify, amend or waive these Official Rules.

#### **14. MANDATORY ARBITRATION AGREEMENT; CLASS ACTION WAIVER:**

Any claim, other than a claim by Sponsor, that is not resolved informally must be resolved in accordance with the below arbitration provisions. Unless prohibited by federal law, each entrant, including, without limitation, any Potential Winner or Sweepstakes Winner, agrees to arbitrate any and all claims and disputes relating in any way to such entry or the selection of a Potential Winner or Sweepstakes Winner, or delivery or awarding of the Sweepstakes Grand Prize ("Arbitration Claims"), except for Arbitration Claims concerning the validity, scope or enforceability of this arbitration provision, through BINDING INDIVIDUAL ARBITRATION. This Arbitration Agreement shall be governed by the **Arbitration Act, 1991, S.O. 1991, c. 17, or by the specific arbitration legislation of the province of your residence (BC, MB, or AB)**

In any Arbitration Claim to be resolved by arbitration, neither the entrant nor Sponsor will be able to have a court or jury trial or participate in a class action or class arbitration. Other rights that entrant and Sponsor would have in court will not be available or will be more limited in arbitration, including the right to appeal.

Entrants waive the right to a court or jury trial. All disputes shall be arbitrated on an individual basis, and not as a class action, representative action, class arbitration or any similar proceeding. The arbitrator(s) may not consolidate the claims of multiple parties. The arbitrator's authority is limited to entrant and Sponsor alone, unless otherwise specifically stated herein. No arbitration decision will have any preclusive effect as to non-parties. The arbitrator's decision shall be final and binding. The parties agree that this arbitration provision extends to any other parties involved in any Arbitration Claims, including, but not limited to, the Released Parties. This arbitration provision shall take precedence over the rules of the arbitration organization or arbitrator in the event of any conflict.

The cost of the arbitration shall be shared equally by Sponsor and entrant, but Sponsor and entrant shall bear their own costs and attorney's fees associated with their participation in the arbitration. Notwithstanding any other provision herein, if the foregoing class action waiver and prohibition against class arbitration is determined to be invalid or unenforceable, then this entire arbitration provision shall be void. If any portion of this arbitration provision other than the class action waiver and prohibition against class arbitration is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this arbitration provision.

Prior to initiating an arbitration proceeding under this provision, entrant shall give Sponsor written notice of the Arbitration Claim (a "Claim Notice") and a reasonable opportunity, not less than thirty (30) days, to resolve the Arbitration Claim. Any Claim Notice to Sponsor shall be sent by mail to Ascend Fundraising Solutions at 2410 – 1 Adelaide St E, Toronto ON, M5C 2V9. Any Claim Notice must (a) identify the entrant by name, address, email address, and telephone number; (b) explain the nature of the Arbitration Claim and the relief demanded; and (c) be submitted only on behalf of entrant, and not on behalf of any other party. Entrant must reasonably cooperate in providing any information about the Arbitration Claim that Sponsor reasonably requests and must give Sponsor a reasonable opportunity to respond to the demand for relief. The provisions of this section shall not apply to claims by Sponsor.

## **15. GOVERNING LAW; SEVERABILITY; WAIVER:**

The Sweepstakes and these Official Rules shall be subject to all applicable federal, provincial and municipal laws, rules and regulations and shall be governed by and construed and interpreted in accordance with the laws in effect in the participant's Canadian jurisdiction of residence (BC, AB, MB, or ON). If a court of competent jurisdiction finds any provision of these Official Rules, or their application to a particular person or circumstances, is invalid or unenforceable to any extent, then the remainder of these Official Rules, and the application of all of these Official Rules to other persons or circumstances, shall not be affected by that determination, and shall remain enforceable to the fullest extent permitted by law. The failure of Sponsor to enforce at any time any provision of the Official Rules shall not be considered a waiver of such

provision or any other provision and shall not deprive Sponsor of the right thereafter to enforce such provision or any other provision.

**16. WINNERS LIST**

For the name (first name and last initial) of the Prize Winners, send a self-addressed, stamped envelope to "Winners List, Split the Pot Sweepstakes", c/o AscendFS Inc. 2410 -1 Adelaide St E., Toronto ON, M5C 2V9. Winner requests must be received no later than ninety (90) days after Drawing Date.

**17. COPYRIGHT:**

All Sweepstakes materials are the property of the Sponsor and may not be copied, reproduced or used for any purpose without Sponsor's express prior written consent.

**18. NOTICE:**

Sponsor reserves the right to prosecute and seek damages against any individual who attempts to deliberately undermine the proper operation of the Sweepstakes in violation of these Official Rules and/or criminal and/or civil law.

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