

1. CONTESTS:

From time to time, Imperial Oil Limited (the “**Sponsor**”) may offer promotional contests (each, a “**Contest**”) on www.facebook.com/EssoCanada. Each Contest will be governed by: (i) these Official Rules and Regulations (the “**Rules**”); and (ii) the terms and conditions outlined in the social post (each, a “**Post**”) associated with the applicable Contest. Each Post will include certain information that is relevant to the applicable Contest – including, but not limited to: (i) key dates; (ii) eligibility requirements; (iii) how to enter; (iv) entry limits; and (v) prize(s). In the event of a conflict between these Rules and the terms and conditions of a Post, the terms and conditions set forth in the applicable Post shall prevail, govern and control to the extent necessary to resolve the conflict.

2. FACEBOOK NOT INVOLVED:

Contests are in no way sponsored, endorsed or administered by, or associated with Facebook (the “**Social Platform**”). The Social Platform is hereby completely released of all liability by each entrant in each Contest. Any questions, comments or complaints regarding a Contest must be directed to the Sponsor and not to the Social Platform. **You may only use one (1) Facebook Account to participate in a Contest.**

3. KEY DATES:

For the dates and times associated with a particular Contest, please see the applicable Post.

4. ELIGIBILITY TO ENTER:

Each Contest is open only to individuals who: (i) are residents of Canada (including Quebec – unless otherwise specified in the applicable Post); (ii) have reached the legal age of majority in their province/territory of residence at the time of entry; and (iii) are not an employee, representative or agent (or living with any such person, whether related or not) of the Sponsor, its affiliated entities, prize suppliers, advertising/contest agencies and any other individual(s), entity or entities involved in the development, production, implementation, administration or fulfillment of the applicable Contest (collectively with the Sponsor, the “**Contest Parties**”).

For additional eligibility requirements that may be associated with a particular Contest, please see the applicable Post.

Open to residents in Canada only.

5. AGREEMENT TO BE LEGALLY BOUND BY RULES:

By participating in a Contest, each entrant is signifying their agreement that they have read and agree to be legally bound by: (i) these Rules; and (ii) the applicable Post.

6. HOW TO ENTER:

NO PURCHASE NECESSARY. MAKING A PURCHASE WILL NOT INCREASE OR OTHERWISE IMPACT THE CHANCES OF WINNING. To obtain one (1) Entry (each, an “**Entry**” and collectively the “**Entries**”), follow the instructions in the applicable Post. Methods of entry will generally include (but are not restricted to) one (1) or more of the following requirements: (i) “like” the Post; and/or (ii) leave a comment on, or otherwise interact with, the Post (the “**Entry Requirements**”). When all required steps of the entry process are complete, you will automatically be eligible to earn one (1) Entry in the applicable Contest. To be eligible, all content and materials associated with your Entry (collectively, your “**Entry Materials**”) must: (i) be submitted and received in accordance with these Rules and the applicable Post; (ii) satisfy all Entry Requirements; and (iii) be in accordance with the applicable terms, rules, policies and guidelines of the Social Platform (the “**Social Platform Rules**”) (all as determined by Sponsor in its sole and absolute discretion). Standard data rates apply to participants who choose to participate in a Contest via a mobile device. Please contact your service provider for pricing and service plan information and rates before mobile device participation.

7. ENTRY CONDITIONS:

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 use multiple names, multiple identities, multiple Facebook Accounts, 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 and/or the applicable Post to enter or otherwise participate in or to disrupt a Contest; then he/she may be disqualified from the applicable 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 (all of which are void). Limit 1 entry per person per post.

8. VERIFICATION:

All Entries 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 a Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Entry and/or other information entered (or purportedly entered) for the purposes of a Contest; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering a Contest in accordance with the Sponsor’s interpretation of the letter and spirit of these Rules and the applicable Post. 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 a Contest will be the official time-keeping device(s) of the Sponsor.

9. PRIZE(S):

For details on the prize or prizes (the “**Prize(s)**”) available to be won in relation to a Contest, please see the applicable Post.

IMPORTANT NOTE: ANY AND ALL OTHER COSTS ASSOCIATED WITH UTILIZING A PRIZE WILL BE THE SOLE AND ABSOLUTE RESPONSIBILITY OF THE WINNER. NONE OF THE RELEASED PARTIES, NOR ANY OTHER ENTITY, WILL BE PROVIDING ANY COMPENSATION WHATSOEVER WITH RESPECT TO ANY COSTS ASSOCIATED WITH UTILIZING A PRIZE OR OTHERWISE. ANY TAX OBLIGATIONS ARE THE SOLE RESPONSIBILITY OF A CONFIRMED WINNER.

Prize must be accepted as awarded and is not transferable, assignable or convertible to cash (except as may be specifically permitted by Sponsor in its sole and absolute discretion). No substitutions are permitted, except at Sponsor’s option. Sponsor reserves the right, in its sole and absolute discretion, to substitute a Prize or a component thereof with a prize of equal or greater retail value.

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 a Contest. To the fullest extent permitted by applicable law, a confirmed winner understands and acknowledges that they may not seek reimbursement or pursue any legal or equitable remedy from either the Sponsor or any of the other Released Parties should their Prize fail to be fit for its purpose or is in any way unsatisfactory.

10. ELIGIBLE WINNER SELECTION PROCESS:

The eligible winner(s) will be selected by random draw from among all eligible Entries submitted and received for the applicable Contest. The odds of winning depend on the number of eligible Entries submitted and received for the applicable Contest. For details on the date, time and location of winner selection for a particular Contest, please see the applicable Post.

11. ELIGIBLE WINNER NOTIFICATION PROCESS:

The Sponsor or its designated representative will attempt to contact an eligible winner (using the information provided at the time of entry) within 3 (three) business day(s) of selection. If an eligible winner cannot be contacted as outlined above, 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 select an alternate eligible entrant for the applicable Prize from among the remaining eligible Entries in accordance with these Rules and the applicable Post (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. BEFORE BEING DECLARED AS A CONFIRMED PRIZE WINNER, any eligible winner from Canada will be required to 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).

By participating in a Contest and accepting a Prize, an eligible winner hereby: (i) confirms compliance with these Rules and the applicable Post; (ii) acknowledges acceptance of the applicable Prize (as awarded); (iii) releases the Sponsor and all of the other Released Parties from any and all liability in connection with the applicable Contest, their participation therein and/or the awarding and use/misuse of the 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, city and province/territory of residence, voice, statements about a 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 whatsoever, including print, broadcast or the internet.

Prior to being confirmed as a winner, an eligible winner may be required to properly execute and return the Sponsor’s form of declaration and release.

If an eligible winner: (a) fails to correctly answer the skill-testing question; (b) fails to return the properly executed Contest documents (if required by the Sponsor) 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 select an alternate eligible entrant for the applicable Prize from among the remaining eligible Entries in accordance with these Rules and the applicable Post (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner).

13. SUBMISSION REQUIREMENTS:

By participating in a Contest, each entrant hereby warrants and represents that their Entry Materials (and each individual component thereof):

- i. are original to the entrant 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 applicable Contest;
- ii. do not violate any law, statute, ordinance or regulation;

- iii. do 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. are not defamatory, trade libelous, pornographic or obscene, and further that such Entry Materials 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); content that 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; any identifiable third party products, trade-marks, brands and/or logos, other than those of Sponsor; conduct or other activities in violation of these Rules; and/or any other materials that are or could be considered inappropriate, unsuitable or offensive, all as determined by the Sponsor in its sole and absolute discretion.

The Sponsor and/or its agency or designated content moderator (the “**Reviewer**”) reserves the right to screen all Entries. Any Entry that the Reviewer deems, in its sole and absolute discretion, to violate the terms and conditions set forth in these Rules and/or the applicable Post is subject to disqualification. The Reviewer reserves the right, in its sole and absolute discretion at any time and for any reason, to attempt to remove any Entry (or any part thereof) and/or to request an entrant to modify, edit and/or re-submit his or her Entry (or any part thereof) in order to help ensure that the Entry complies with these Rules, the applicable Post, or for any other reason. If such an action is necessary, 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 (and therefore the associated entrant) – to help ensure that the applicable Contest is being conducted in accordance with the Sponsor’s interpretation of the letter and spirit of these Rules and the applicable Post.

By entering a 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 their Entry Materials (and each component thereof), in whole or in part, for advertising or promoting the applicable 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 Sponsor and all of the other 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.

14. GENERAL CONDITIONS:

Each Contest is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsor with respect to all aspects of each 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 AND/OR A POST FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.**

The Sponsor and the other Released Parties will not be liable for: (i) any failure of any website or any platform during a 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 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 a 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, in its sole and absolute discretion [subject only to the approval of the Régie des alcools, des courses et des jeux (the “**Régie**”) if the applicable Contest is open to residents of Quebec], to withdraw, amend or suspend a Contest (or to amend these Rules and/or a Post) in any way, in the event of any cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of a Contest as contemplated by these Rules and/or the applicable Post, 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 a 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 [subject only to the approval of the Régie if the applicable Contest is open to residents of Quebec], to cancel, amend or suspend a Contest, or to amend these Rules and/or the applicable Post, 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 a 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 applicable Contest and in accordance with Sponsor’s privacy policy (<https://www.imperialoil.ca/en-CA/Legal-pages/Privacy-statement>). 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, in its sole and absolute discretion [subject only to the approval of the Régie if the applicable Contest is open to residents of Quebec], to adjust any of the dates, timeframes and/or other mechanics stipulated in these Rules and/or the applicable Post, to the extent deemed necessary by Sponsor, for purposes of verifying compliance by any entrant, Entry and/or other information with these Rules and/or the applicable Post, 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 and/or the applicable Post, or for any other reason.

The invalidity or unenforceability of any provision of these Rules and/or the applicable Post 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 and/or the applicable Post 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.

To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules and/or the applicable Post or the rights and obligations of participants, Sponsor or any of the other the Released Parties in connection with a Contest will be governed by and construed in accordance with the domestic laws of the Province of Alberta and the federal laws of Canada applicable therein.

For Quebec residents: If a Contest is open to residents of Quebec, then any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the board only for the purpose of helping the parties reach a settlement.