

“Crosby’s September 2020 Contest for Newsletter Subscribers”

(the “Contest”)

Official Rules, Regulations (the “Contest Rules”)

1. THE CONTEST PERIOD

The Contest entry period commences at 11:30 am Atlantic Time (“AST”) on September 28, 2020 and concludes at 11:59 a.m. AST on October 20, 2020 (the “Contest Period”).

2. ELIGIBILITY

The Contest is open to residents of Canada excluding Quebec, who have reached the age of majority in their province of residence. Void where prohibited or restricted by law. Employees, directors and officers of Crosby Molasses Co Ltd. (the “Contest Sponsor”), any affiliate (as defined in the Canada Business Corporations Act) of the Contest Sponsor (the “Affiliates”), employees, directors and officers of their respective advertising and promotional agencies, as well as family members of any of the foregoing and those with whom they are domiciled are not eligible to enter the Contest.

3. HOW TO ENTER: NO PURCHASE NECESSARY

To enter, subscribe to the Crosby’s email newsletters, through the contest link provided, within the contest time period. To enter the contest if you choose not to become a Crosby’s newsletter subscriber, email bridget.oland@crosbys.com and put “Contest for Newsletter Subscribers – alternate entry” in the subject line. NOTE: Entries are subject to verification and will be declared invalid if they are reproduced, falsified, altered, or tampered with in any way.

4. WINNER SELECTION

On October 20, 2020 at approximately noon AST, one potential winner from eligible entrants will be randomly selected as the potential winner of the Prize, as described below. The potential winner will be contacted by email by a representative of the Contest Sponsor within two (2) days of the draw, using the email address provided by the potential winner in his or her Contest entry form. Potential Prize winners found to be ineligible, who decline to accept the Prize or who are unable to be contacted (including failing to return emails) within seven (7) days of the draw will forfeit the Prize and another eligible entrant may be randomly selected in Contest Sponsor's sole discretion.

5. THE PRIZE AND PRIZE VALUE

There is 1 Prize to be won. The Prize consists of the following: 2 One (1) KitchenAid Artisan Mini Stand Mixer. Approximate retail value or “AVR”: \$449.99 CAD. When reaching out to the winner, a request will be made for the colour of their choice, however this will be subject to availability. Only (1) Prize will be awarded.

6. DEADLINE FOR CLAIMING A PRIZE

Following confirmation as a prize winner in accordance with these Contest Rules, the prize winner will be given instructions and a deadline as to how she or he must claim the prize. A potential prize winner who fails either to claim the prize or to inform the Contest Sponsor of his/her inability to claim the prize before

the deadline, as instructed, or is determined by the Contest Sponsor to be ineligible, will forfeit the prize and another eligible entrant may be selected in Contest Sponsor's sole discretion.

7. PRIZE CONDITIONS

All incidental costs and expenses not specifically referred to herein as part of the Prize description (the "Expenses") are the sole responsibility of the Prize winner. The Prize winner shall not seek reimbursement for the Expenses from the Contest Sponsor. Prize will only be awarded and/or delivered to addresses within Canada. All federal, state and/or local taxes, fees, and surcharges are the sole responsibility of the prize winner. Failure to comply with the Official Rules will result in forfeiture of the prize.

8. CHANCES OF WINNING

Chances of winning are dependent on the number of entrants during the Contest Period.

9. NO REPRESENTATIONS OR WARRANTIES

The Contest Sponsor 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. The Prize winner understands and acknowledges that he or she may not seek reimbursement or pursue any legal or equitable remedy from the Contest Sponsor should a prize fail to be fit for its purpose or is in any way unsatisfactory to a prize winner.

10. DECLARATION AND RELEASE OF PRIZE WINNER

Before being awarded a prize, the selected entrant must correctly answer, unaided, a time-limited skill-testing mathematical question. The prize winner must: a) Sign a form Declaration and Release of Liability (the "Release Forms") confirming among other matters that by entering the Contest or agreeing to become the prize winner's guest:

- she or he read, understood and accepted these Contest Rules;
- that she or he understands that acceptance of the prize may involve danger and/or exposure to risks and hazards of both man-made and natural origin, whether arising from foreseeable or unforeseeable human error or negligence, and that, as a result, he or she may suffer damage to personal property, serious personal injury, illness or even death;
- that she or he nevertheless freely and voluntarily agrees and does hereby assume any and all risks of personal injury, illness, death arising out of or connected with his or her participation in the Contest and winning a prize; and
- that she or he releases the Contest Sponsor, the Affiliates, and all of their directors, officers, employees, agents as well as their respective advertising and promotional agencies (collectively, the "Releasees") from any and all liability arising in connection with participation in the Contest and acceptance of a prize, including, without limitation, any financial, legal or moral responsibility or loss or personal injury including death or damage to or loss of property suffered or incurred or arising from participating in the Contest or accepting a prize, whether suffered by the prize winner, his or her guest, or by their heirs, administrators, personal representatives or executors, and notwithstanding that such injuries or losses may have been caused solely or partly by any act, omission, negligence or gross negligence of any or all of the Releasees.

Release Forms will be emailed to winners at the email address provided on his or her Contest entry form. The Prize will only be awarded upon return of fully executed Release Forms to the email or fax number provided to the prize winner. Failure to return a signed Release Form as instructed within five (5) business days of being sent by the Contest Sponsor will result in disqualification.

11. PRIZE SUBSTITUTION

Prizes and prize portions are non-exchangeable, non-transferable, non-refundable, have no cash surrender value and must be accepted as awarded with no substitutions. The Contest Sponsor reserves the right, in its sole discretion, to substitute and/or modify a prize, or prize portion, with prize(s) of equal or greater value for any reason. Should the prize winner be unable to claim her/his prize or prize portion as awarded, her/his rights to that prize or prize portion will be forfeited. If the actual value of the prize turns out to be less than the stated ARV, the difference will not be awarded in cash. Sponsor makes no representation or warranty concerning the appearance, safety or performance of any prize awarded. Restrictions, conditions, and limitations may apply. Sponsor will not replace any lost or stolen prize items.

12. TERMINATION/MODIFICATION

Subject to applicable law, the Contest Sponsor reserves the right to cancel, suspend, terminate, modify the Contest Rules or administration of the Contest, in whole or in part, without prior notice with no obligation or liability, including, if for any reason, the Contest is not capable of running as planned, whether due to technical failure, tampering, fraud, corruption of security or other causes beyond the control of the Contest Sponsor.

13. OWNERSHIP OF ENTRIES

All entries shall become the property of the Contest Sponsor and its advertising and promotional agencies. The Releasees assume no responsibility for lost, stolen, destroyed or otherwise indecipherable entries due to any failure or technical malfunction of the telephone network, on-line computer systems of equipment, servers, access 4 providers, software, poor reception, technical problems, failure of any email or submission, or due to any other reason regardless of cause.

14. PUBLICITY

By entering the Contest, each entrant consents to the use of his or her name, city of residence, photograph, voice, likeness, image or any other aspect of his or her personality for any publicity and programming purposes, commercial or otherwise, in all media used by the Contest Sponsor, promoters and their advertising and promotional agencies, without any payment or compensation.

15. CONSENT TO COLLECTION AND USE OF PERSONAL INFORMATION

By entering the Contest and voluntarily providing personal information including, but not limited to, name, address, city, email address, home and office telephone numbers (the "Registrant Information"), each entrant grants permission to the Contest Sponsor to collect and use of the Registrant Information for the purpose of administering the Contest, selecting the Prize winner and facilitating the delivery of the Prize to the winner. As a condition of entering the contest, the registrant agrees that their personal information including and limited to name and email address will be added to a recipient list for the Sponsor's future email promotions. The registrant may choose to unsubscribe from these emails at any time by following the instructions outlined in the promotional emails. All entrants acknowledge that if they are chosen as a winner, certain of their personally identifying information may be disclosed to third parties at least as required by law, including, without limitation, on a winner's list.

16. TAMPERING

If for any reason the Contest is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cause beyond the reasonable control of the Contest Sponsor that corrupts, impairs or affects the administration, security, fairness, integrity, or proper conduct of this Contest, the Contest Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify, extend or suspend the Contest and/or prizes.

The Contest Sponsor further reserves the right to disqualify, from this Contest and future contests of the Contest Sponsor and the Affiliates, any individual who tampers with or in any way corrupts the entry or contest process.

The Contest Sponsor may prohibit an entrant from participating in the Contest or winning a prize if, in the Contest Sponsor's sole discretion, the Contest Sponsor determines that said entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or any unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or the Contest Sponsor's representatives.

Any attempt by an entrant or any other individual to deliberately damage any web site or undermine the legitimate operation of the contest may be in violation of criminal and civil laws and should such an attempt be made, the Contest Sponsor reserves the right to seek remedies and damages (including lawyers' fees) from any such entrant or any other individual to the fullest extent permitted by law, including criminal prosecution. Automated or robotic Entries submitted by individuals or organizations will be disqualified. Internet entry must be made by the entrant.

Final eligibility for the award of any prize is subject to eligibility verification as set forth. All Entries must be posted by the end of the Contest Period in order to participate. Sponsor's database clock will be the official time keeper for this Contest.

17. LIMITATION OF LIABILITY

By entering the Contest, the entrant agrees that the Releasees shall have no liability and shall be held harmless by the entrant for any damage, loss or liability to person or property, due in whole or in part, directly or indirectly, to entering the Contest, the acceptance, possession, use, enjoyment or misuse of any prize, or while preparing for, participating in any Contest-related or prize-related activity.

The Releasees are not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error, which may occur in the processing of submissions in the Contest.

The Releasees assume no responsibility for any misdirected or lost mail, or any error, omission, interruption, deletion, defect, delay of operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, Entries.

The Releasees are not responsible for technical, hardware, software or telephone failures of any kind, lost or unavailable network connections, fraud, incomplete, garbled or delayed computer transmissions, whether caused by any of the Releasees, users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the processing of submissions that may cause damage to a user's system or limit an potential entrant's ability to participate in the Contest.

In the event of a dispute concerning who registered online to participate in the Sweepstakes, the registration will be declared to have been made by the authorized account holder is defined as the natural person who is assigned to an email address by an internet provider, online service provider, or other organization (e.g., business, education institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

A potential winner may be requested to provide Sponsor with proof that the potential winner is the authorized account holder of the email address. If a dispute cannot be resolved to Sponsor's satisfaction, the entry will be deemed ineligible.

18. WHERE CONTEST RULES AND REGULATIONS AVAILABLE

These rules and regulations are available from bridget.oland@crosbys.com and at Crosby Molasses, Saint John NB, E2J 2C3.

19. COMPLIANCE WITH CONTEST RULES

All contestants agree to abide by the Contest Rules, which are subject to change at the sole discretion of the Contest Sponsors.

20. COMPLIANCE WITH LAWS

This Contest is void where prohibited by law and is subject to all federal, provincial, territorial and municipal laws and regulations of Canada and of each province, territory and municipality of Canada, respectively.

21. FACEBOOK DISCLAIMER Entrants are providing their information to the Contest Sponsor and not to Facebook. This promotion is in no way sponsored, endorsed administered by or associated with Facebook.

22. WINNERS LIST

To obtain a copy of any legally required winners list or a copy of the Official Rules, send the applicable request and a self-addressed, stamped, #10 envelope to Crosby Molasses cc: September 2020 Contest for Subscribers at 327 Rothesay Ave, Saint John NB, E2J 2C3. Request must be received no later than 48 hours + 6 MONTHS for the name of the winner and, by the end of the promotion, for a copy of the rules.