

## Derwent Social Giveaway Contest (the "Contest")

### Official Rules and Regulations

**1. CONTEST PERIOD:** Contest begins on May 30 at 12:00:01 a.m. Eastern Time (ET) and ends on June 14 at 11:59:59 p.m. ET (the "Contest Period").

**2. ELIGIBILITY:** The Contest is open only to: (a) legal residents of Canada; (b) who: (i) have reached the legal age of majority in their province/territory of residence at the time of entry; or, (ii) are thirteen years of age or older, but have not reached the legal age of majority in their province/territory of residence at the time of entry (each, a "Minor") and whose parent/legal guardian has agreed, on such Minor's behalf and on his/her parent/legal guardian's own behalf, that each of them will be bound by these Official Rules; and, (c) have internet access (which can be accessed for free at certain public facilities, for example, public libraries) and an Instagram account (each, an "Account") (which can be obtained for free by visiting [www.instagram.com](http://www.instagram.com) and following the on-screen instructions to register for a free Instagram Account). Employees, representatives or agents (and those with whom such persons are living, whether related or not) of the ACCO Brands Canada LP (the "Sponsor"), and its affiliates, subsidiaries, parent or related companies, advertising or promotional agencies (collectively, the "Contest Parties") are ineligible to enter.

**3. HOW TO ENTER:** No purchase is necessary. At or after the start of the Contest Period, the Sponsor will post Contest-related posts (the "Contest Post") inviting entrants to tag one (1) friend for a chance to win a Derwent® prize pack for the winner and his/her friend on the official Derwent Canada Instagram page (@derwentcanada).

In order to receive one (1) entry (an "Entry") into the Contest, during the Contest Period, individuals will be required to take the following three steps:

- (1) Mention one (1) friends using @ and their Instagram handles in a comment to the Contest Post (an "Entry Post"). You can comment on the Contest Post as many times as you want throughout the contest period. The following conditions apply:
  - a) you may only mention a friend once, even if that friend has multiple Instagram handles;
  - b) you only mention a friend that you reasonably believe would not consider the mention to be "spam" (that is, unsolicited/unwanted) -- you should reasonably believe that your friend would be interested in the Sponsor; and,
  - c) all Entry Posts must comply with Instagram's posting requirements and the submission requirements set out below in these Official Rules and must not contain obscene, offensive, or any language communicating messages inconsistent with the positive images to which Sponsor wishes to associate (all as determined by Sponsor in its sole discretion).
  - d) IF AN ENTRY POST IS POSTED IN ANY MANNER OTHER THAN AS SET FORTH IN THESE OFFICIAL RULES, IT WILL NOT CONSTITUTE A VALID ENTRY.
- (2) Follow @derwentcanada on Instagram throughout the Contest Period and until confirmed if selected as a prize winner.

Only one (1) Account per person may be used to enter the Contest. 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 (or attempt to use) multiple names, identities email addresses, Accounts and/or any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or disrupt this Contest; then he/she may be disqualified from the Contest in the sole and absolute discretion of the Sponsor.

Only Accounts associated with an individual may be used for entry in this Contest; entries received from an Account associated with any organization, company, corporation, partnership or other entity will be void. Entry Posts must be posted and received and identifiable by and viewable to Sponsor during the Contest Period and at the time of winner selection and prize award for this Contest to be eligible. Sponsor, at its sole discretion, may accept or disqualify an Entry Post that either fails to completely address the required prompt or contains content that is: (i) superfluous and/or not truthful to the required content or (ii) otherwise violates these Official Rules. Entry Posts that are not both actually visible and timely received by Sponsor will not be entered into the Contest. For purposes of this Contest, Entries are "received" when Instagram records your Entry Post and it is visible to Sponsor.

All Entries are subject to verification at any time and for any reason. Sponsor reserves the right, in its sole discretion, to reject any Entry that Sponsor deems to be inappropriate, not in good taste, or otherwise not in compliance with these Official Rules. The Sponsor further reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual's eligibility to participate in this Contest, including permission from a Minor's parent if applicable; (ii) for the purposes of verifying the eligibility and/or legitimacy of an Entry entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with these Official Rules. Failure to provide such proof to the satisfaction of the Sponsor in a timely manner may result in disqualification in the sole and absolute discretion of the Sponsor. The sole determinant of the time for the purposes of a valid Entry in this Contest will be the Contest server machine(s).

The Sponsor will not be responsible for late, lost, illegible, falsified, damaged, misdirected, mutilated, inaccessible, garbled or incomplete Entries, which will be void. Receipt of entries may be acknowledged by Sponsor; however, such acknowledgment (or the retention of an Entry Post on the Derwent Canada account page) shall not constitute any representation by Sponsor as to eligibility for the Contest nor will it be otherwise binding upon Sponsor. All Entries become the property of the Sponsor upon receipt.

**IMPORTANT:** It is each participant's sole responsibility to timely check his or her Account for any direct messages, direct posts, or @Replies (as applicable) from Sponsor. Sponsor is not responsible for changes to Instagram (or any website or mobile application offered as part of such platform) or its functionality that may interfere with the Contest or ability of a participant to timely enter or otherwise participate at all.

ENTRY POSTS/ENTRIES REPRESENT SOLELY THE VIEWS/OPINIONS OF THE APPLICABLE PROSPECTIVE PARTICIPANT AND DO NOT REFLECT THE VIEWS/OPINIONS OF SPONSOR IN ANY MANNER. SPONSOR IS MERELY REQUESTING PERSONS TO POST TAGS AND DISCLAIMS ANY AND ALL LIABILITY IN CONJUNCTION WITH SAME.

**MOBILE ENTRY:** Message and data rates (and perhaps other charges) may apply to use of mobile device for Contest entry. You may be charged by your wireless carrier if participating in the Contest via mobile device. It is therefore recommended that you consult your wireless carrier's pricing plan BEFORE participating in the Contest via mobile device. Not all mobile devices offer wireless Internet access; and, wireless Internet access may not be available in all areas. Sponsor will not be liable for any charges that any person incurs due to the way that they choose to enter the Contest if there is a cost associated with the method of entry.

**4. PRIZES:** There will be two prizes (the "Prizes") available to be won as follows:

There will be two (2) Derwent Prizes available to be won, consisting of two (2) prize packages (one for the winner and one for the one (1) friend that he/she tagged). Each prize pack will consist of seven (7) Derwent products. The approximate retail value of the Prize is \$470.00 CDN.

Prizes must be accepted as awarded without substitution, are not transferable, not for resale and have no cash surrender value. The Sponsor reserves the right to substitute another prize or prize component of equal or greater value, without liability, for any reason.

Prizes will be mailed to confirmed winners and the winners are solely responsible for distributing the Prizes amongst their tagged friends. The Released Parties (as defined below) are completely released of any responsibility and liability in that regard.

**5. DRAW:** A random draw will be held on **June 15th** at 2:00 p.m. ET (the “**Draw Date**”) in **Mississauga**, Ontario from all eligible Entries received during the Contest Period to select four (4) potential winners. The Prizes will be awarded in the order listed above. Provided that content of the Entry selected is in compliance with these Official Rules (Rule 3 above), the content of the Entry Post will not be taken into account in the winner selection process. The odds of winning a Prize will depend on the total number of eligible Entries during the Contest Period in accordance with these Official Rules.

**6. WINNER SELECTION & NOTIFICATION:** Potential Prize winners will be notified by direct messaging through Instagram within one (1) weeks following the Draw Date. If a potential winner does not respond to the Sponsor as indicated within message within five (5) business days of the date of initial notification, 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 Prize) and that Prize will not be awarded.

Before being declared an official prize winner, each selected entrant must correctly answer a time-limited mathematical skill-testing question without assistance or mechanical or electronic aid and may be required to sign (or in the event of a Minor, have his/her parent or legal guardian sign on his/her behalf) and return the Sponsor’s form of declaration and release form on the timeline indicated by the Sponsor. By accepting a Prize, each winner: (i) confirms compliance with these Official Rules; (ii) acknowledges acceptance of the Prize as awarded; (iii) releases the Contest Parties, Instagram, LLC (“**Instagram**”), and each of their respective shareholders, directors, officers, employees and agents (collectively the “**Released Parties**”) from any and all liability in connection with this Contest, his/her participation therein and/or the awarding and use/misuse of the prize or any portion thereof; and (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 or on behalf of the Sponsor in any manner or medium whatsoever, including print, broadcast or the internet.

If the selected entrant: (a) fails to sign and return the declaration and release form within the timeline indicated by the Sponsor (if applicable); (b) cannot accept (or is unwilling to accept) the Prize as awarded for any reason; and/or (c) is determined to be in violation of these Rules (all as determined by the Sponsor in its sole and absolute discretion); then he/she may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the prize) and the Prize will not be awarded. If the selected entrant fails to correctly answer the skill-testing mathematical question, he/she will forfeit all rights to the Prize and the prize will not be awarded.

**7. GENERAL:** The Released Parties do not assume any responsibility for (i) the incorrect or inaccurate capture of entry information and entries that fail to comply with these Official Rules; (ii) any loss, damage, or claims caused by an awarded prize or the Contest itself; or (iii) any failure of any app or website during the Contest Period, including any problems, human or technical, printing errors, lost, delayed, garbled data or transmissions, omissions, interruptions, deletions, defects or failures of any telephone or computer lines, or technical malfunction of any computer on-line systems, servers, access providers, computer equipment, software, failure of any e-mail, Entry Post, direct message, to be received on account of technical problems or traffic congestion on the Internet or at any website or filtering/operation of the functionality of Instagram, or any combination thereof including any injury or damage to an entrant’s or any other person’s computer or mobile device related to or resulting from downloading any material connected to the Contest, all of which may affect a person’s ability to participate in the Contest. Entry material/data that has been tampered with or altered is void.

All issues and questions concerning the construction, validity, interpretation, and enforceability of the Official Rules, or the rights and obligations of entrants and the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with the

laws of the Province of Ontario and the laws of Canada applicable therein, without regard to conflicts of law principles.

Notwithstanding the foregoing, for Quebec residents: Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux in Quebec for a ruling. Any litigation respecting the awarding of the prize may be submitted to the board only for the purpose of helping the parties reach a settlement. This Contest is subject to all applicable federal, provincial/territorial, and municipal laws.

In the event of any discrepancy or inconsistency between the terms and conditions of this English version of the Official Rules and disclosures or other statements contained in any Contest related materials, including, but not limited to point of sale, print or online advertising, the French version of these Official Rules, the terms and conditions of this English version of the Official Rules shall prevail, govern and control to the fullest extent permitted by law

The Sponsor reserves the right, subject only to the approval of the Régie des alcools, des courses et des jeux in Quebec, to withdraw or amend this Contest in any way, in the event of an error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure or any other cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Contest Rules. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest is a violation of criminal and civil laws and should such an attempt be made the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor reserves the right to cancel or suspend this Contest, subject only to the approval of the Régie des alcools, des courses et des jeux in Quebec, in the event of any accident, printing, administrative, or other error or any kind without prior notice or obligation.

**8. PRIVACY POLICY:** By entering this Contest, each entrant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted with his/her entry only for the purpose of administering the Contest and awarding the prize if applicable. For further information about Sponsor's privacy practices, please see the Privacy Policy available at <https://accobrandscanada.com/privacy-policy/>

**9. INSTAGRAM DISCLAIMER:** This promotion is in no way sponsored, organized, endorsed or administered by, or associated with, Instagram. You understand that you are providing your information to the Sponsor and not to Instagram. The information you provide will only be used to administer the Contest in accordance with the Sponsor's privacy policy. Instagram is completely released of all liability by each entrant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor and not Instagram.