

# Janome Canada Ltd. 'Surprise and Delight' Promotion Official Rules

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.** Open and offered only to legal residents of Canada (excluding Quebec) who are residing in Canada and are thirteen (13) years of age and older. Employees and directors of Janome Canada Ltd. ("Sponsor"), its parent entity(s), subsidiaries and affiliated companies, advertising, promotion, or production agencies (and their respective immediate family members [children, spouse, parents, siblings and their respective spouses, regardless of where they reside] and individuals residing in their same household, whether or not related) are not eligible to participate. Void where prohibited. By participating, entrants (or their parent/legal guardian, if entrant is a minor in their province of residence) agree to these Official Rules and the decisions of the Sponsor, which are final and binding in all matters relating to this promotion.

**HOW TO ENTER:** Any of Sponsor's brands (Janome, Elna, Artistic and Arrow) can conduct a "Surprise & Delight" promotion. Promotions can begin and end on a specified date or can occur at random based upon a Sponsor's originating post. To enter an online Surprise & Delight promotion, entrants can either perform a task (e.g., post a photo, comment on a post, include a hashtag, etc.) or entrants may otherwise be selected randomly to participate (based upon their online presence relative in relation to the Sponsor's brands) by the Sponsor. The promotion can take place on Facebook or Instagram. If there is a requested task, and the task is completed, entrants are eligible to be selected randomly as a winner. Entry submissions must NOT include any third party logos, insignia, trademarks, signage or slogans (including, but not limited to, brand names, product names, media, entertainment properties, insignia, location signage, photographs, or artwork) without the express prior written consent of the owner of such right, EXCEPT for Sponsor trademarks, so as to not infringe upon the intellectual property rights, or defame or invade the publicity or privacy rights, of any third party. Entrants (or their parent/legal guardian if entrant is a minor in their province of residence) certify that if there are individuals other than themselves shown in the submission, that such other people have been informed that the photo and their image have been entered in the promotion, have provided permission to use said image (or their parent/legal guardian has provided such permission, if applicable) and have no objection to the submission and Sponsor's display and posting of such photo on its digital channels, including but not limited to, its brand social channels and website, for the purposes of the promotion. Submission must NOT contain subject matter that is, or could be considered, in the sole discretion of the Sponsor, obscene, pornographic, violent (e.g., relating to murder, the sales of weapons, cruelty, abuse, etc.), defamatory, libellous, discriminatory (based on race, sex, religion, natural origin, physical disability, sexual orientation or age), illegal (e.g., illegal gambling, underage drinking, substance abuse, computer hacking, etc.), offensive, threatening, profane, hateful, degrading, harassing, or otherwise unlawful, tortuous or objectionable. Submission must NOT contain derogatory references to the Sponsor or any other entity involved in the promotion. Sponsor reserves the right to disqualify or withdraw any entry that is alleged to infringe on any third party's intellectual property, publicity, or privacy rights, or that Sponsor deems obscene, offensive, or otherwise inappropriate for viewing by a general audience. Entrants acknowledge and agree that Sponsor has the right to edit, adapt, modify, reproduce, publish, promote, broadcast, or otherwise display or use photo in any way it sees fit without limitation, permission, notification, or compensation to entrants, including but not limited to, the brand's social channels and/or the brand website. If entering, entrants must adjust their social media account settings to allow for receipt of private/direct messages from Sponsor. For this purpose, entrants must set their account settings to 'Public' and take any further necessary steps to ensure receipt of any communication from Sponsor. It is solely entrant's responsibility to adjust their account settings so that messages can be received from the Sponsor. An entrant's non-receipt of a message from Sponsor for any reason, including for failure on behalf of entrant to adjust their account

settings, shall be entrant's, and not Sponsor's fault. Similarly, Sponsor shall not be held liable if they are not able to view an entrant's entry for any reason, including the failure on behalf of entrant to adjust their account settings accordingly. By entering, each entrant agrees that the Sponsor has the right to contact the entrant by private/direct message via entrant's social media account or email address provided upon registration to administer and award a prize in the promotion. The promotion is not sponsored, endorsed, administered by, or associated with Facebook or Instagram. By entering, you are providing the information to Sponsor, and not to Facebook or Instagram.

**HOW WINNERS ARE DETERMINED:** Potential winners will be randomly chosen from among all eligible entries received during the promotion by Sponsor, whose decisions are final and binding in all matters relating to the promotion. Potential winners will be selected and verified to ensure they have met all requirements of these Official Rules. Potential winners will receive a winner notification by Sponsor via private/direct message, and each potential winner will be required to contact the Sponsor within 24 hours for winner verification after receiving the initial notification or forfeit their prize. BEFORE BEING DECLARED A WINNER, if required by the Sponsor, each potential winner must sign and return within five (5) business days of notification a declaration and release prepared by the Sponsor, which, among other things: (i) requires the selected entrants to correctly answer a time-limited mathematical skill-testing question without mechanical or other aid; (ii) confirms compliance with these Official Rules; (iii) acknowledges acceptance of the prize as awarded; (iv) agrees to release the Released Parties from any and all claims, damages, liabilities, costs, and expenses arising 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. If a selected entrant: (a) fails to correctly answer the skill-testing question; or (b) fails to return the properly executed Contest documents within the specified time, then they will be disqualified (and will forfeit all rights to the prize) and the Sponsor reserves the right, in its sole and absolute discretion, to randomly select an alternate eligible entry and the foregoing provisions of this section shall apply to such new selected entrants. Prizes will be delivered to the confirmed winners by the Sponsor within four (4) to six (6) weeks of receipt by the Contest sponsor of each winner's fully executed Contest documents. Upon verification, each verified winner will receive their prize via mail or email. Allow 6 to 8 weeks for delivery. By accepting a prize, each winner (or winner's parent/legal guardian if winner is a minor in their province of residence) acknowledges they are in compliance with these Official Rules. Odds of winning depend on the number of eligible entries received throughout the promotion.

**PRIZES & APPROXIMATE RETAIL VALUES ("ARV"):** The number of winners, the number of prizes, the specific prizes to be awarded, and the approximate retail values of prizes will typically be stated on the website or platform page where the promotion is posted. No transfer, assignment, substitution, or cash equivalent for a prize is permitted, except at Sponsor's sole discretion due to prize unavailability or for any other reason, and then only for a prize of equal or greater value. Any depiction of prize is for illustrative purpose only. The winners are solely responsible for any applicable taxes, fees and costs connected with the prizes. Prizes consist of only those items specifically listed as part of the prize.

**CONDITIONS OF PARTICIPATION/PRIVACY POLICY:** Entrants (or their parent/legal guardian, if entrant is a minor in their province of residence) agree (a) that Sponsor, Facebook, Instagram, and their respective parent entities, subsidiaries and affiliated companies, advertising and promotion agencies, any companies who are promotional participants or prize providers, and all of their respective officers, directors, shareholders, employees, representatives and agents (collectively, "Released Parties"), will have no liability whatsoever for, and shall be held harmless by participants against any liability for any injuries, losses or damages of

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any kind to persons, including death, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in this promotion or any promotion related activity, or for any printing, production, technical, typographical, human or other error in the printing, offering or announcement of any prize; and (b) except where legally prohibited, participants by accepting a prize grant permission for Sponsor and those acting under its authority to use their name, and photograph, for advertising, trade and/or publicity purposes without additional notice or compensation in all media now known or hereafter discovered, worldwide and on the Internet and/or World Wide Web, in perpetuity, without notice, review or approval. By participating in this promotion, entrants (or their parent/legal guardian, if entrant is a minor in their province of residence) acknowledge and agree that Sponsor may collect the personal information submitted by them and use such information pursuant to Sponsor's privacy policy available at <https://shop.janome.ca/policies/privacy-policy>.

**LIMITATIONS ON LIABILITY:** Released Parties are not responsible for illegible, lost, late, damaged, destroyed, inaccurate, delayed, incomplete, postage due, unintelligible, non-delivered, misdirected or stolen entries or mail; or for incomplete, inaccurate, lost, interrupted or unavailable network, satellite, telephone networks or lines, cellular towers or equipment (including handsets), computer on-line systems, computer equipment, software, viruses or bugs, servers or providers, or other connections, availability or accessibility; or for unauthorized access to, or alteration of entries; or miscommunication, failed computer, telephone, cellular, satellite, or cable transmissions, lines or other technical failure; or for jumbled, scrambled, delayed, or misdirected transmissions, computer hardware or software malfunctions, failures or difficulties; or for any other errors of any kind, whether human, technical, mechanical, electronic or network, including, without limitation, any errors which may occur in connection with the administration of the promotion or in any promotion-related materials; or for the incorrect or inaccurate capture of entry or other information, or the failure to capture any such information. Persons who tamper with or abuse any aspect of the promotion or any website, as solely determined by the Sponsor, will be disqualified (and all associated entries will be void), and Sponsor reserves the right to terminate such entrant's eligibility to participate in this or any other promotion offered by Sponsor. Entries generated by robotic, programmed, script, macro, or other automated means or by any means which subvert the entry process will be disqualified. Released Parties are not responsible for injury or damage to participants' or to any other person's computer or wireless device related to or resulting from participating or attempting to participate in the promotion or downloading materials from any website. Should any portion of the promotion be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Sponsor reserves the right at its sole discretion to suspend or terminate the promotion, and select potential winner(s) for the corresponding drawing from all non-suspect, eligible entries received for such drawing(s) prior to action taken or as otherwise deemed fair and appropriate by Sponsor. Without limiting the release provided above, and for greater certainty, Released Parties will not be liable for (a) any incomplete or inaccurate information, whether caused by wireless device users or by any equipment or programming associated with or utilized in the promotion, or by any technical or human error which may occur

in the processing of entries; (b) the theft, destruction or unauthorized access to, or alteration of, entries; (c) any problems with or technical malfunctions of telephone networks or lines, computer on-line systems, servers or providers, computer equipment, software, viruses or bugs; (d) any failure of any message to be received by or from Sponsor for any reason including but not limited to traffic congestion on the Internet or wireless waves or at any website or combination thereof; or (e) damage to a participant's or other person's system or equipment occasioned by participation or attempted participation in the promotion. In the event of a dispute regarding entries received from multiple users having the same email account, the authorized subscriber of the email account at the time of entry will be deemed to be the entrant and must comply with these rules. Authorized account subscriber is the natural person who is assigned the social media account by Facebook or Instagram, or email address by the Internet Service Provider (ISP), on-line service provider, or other organization responsible for assigning email addresses.

**IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF ACCESS TO AND USE OF THE PAGE OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM THE PAGE, OR ANY OTHER WEBSITE ASSOCIATED WITH THE PROMOTION. WITHOUT LIMITING THE FOREGOING, ALL INFORMATION IN RESPECT OF THE PROMOTION IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.**

**GOVERNING LAW AND JURISDICTION:** By participating, each participant agrees that (a) all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, the rights and obligations of such participant in connection with this Contest, or the rights and obligations of the Sponsor in connection with this Contest, shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

**SPONSOR:**

Janome Canada Ltd., 4-1155 North Service Rd. W.,  
Oakville, Ontario L6M 3E3.