

OFFICIAL CONTEST RULES AND REGULATIONS

1. KEY DATES:

The World Egg Day Instagram Contest (the “**Contest**”) begins on October 1, 2023 at 12:00 a.m. Eastern Time (“**ET**”) and ends on October 13, 2023 at 11:59 p.m. ET (the “**Contest Period**”). Each “**Day**” of the Contest Period begins at 12:00 a.m. ET and ends at 11:59 p.m. ET of a day during the Contest Period.

2. ELIGIBILITY TO ENTER:

The Contest is open only to residents of Ontario (Canada) who have reached the legal age of majority in their province/territory of residence at the time of entry, except employees, representatives and agents (and those with whom such persons are living, whether related or not) of Egg Farmers of Ontario (the “**Sponsor**”) its associated members, affiliated companies (including farmers and processors), advertising and promotion agencies and any other individual(s), entity or entities involved in the development, production, implementation, administration or fulfilment of the Contest (collectively, the “**Contest Parties**”).

3. AGREEMENT TO BE LEGALLY BOUND BY RULES:

By participating in this Contest, you are signifying your agreement that you have read and agree to be legally bound by these Official Rules and Regulations (the “**Rules**”).

4. INSTAGRAM NOT INVOLVED:

The Contest is in no way sponsored, endorsed or administered by, or associated with Instagram (the “**Social Platform**”). The Social Platform is hereby 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 to the Social Platform. You may only use one (1) Instagram account (each, an “**Account**” and collectively the “**Accounts**”) to participate in this Contest. To be eligible to earn an Entry (defined below) in this Contest, your applicable Account must be set to allow your Entry to be viewed by the public and receive direct messages from the Sponsor.

5. HOW TO ENTER:

NO PURCHASE NECESSARY. MAKING A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

To earn an entry in the Contest (each, an “**Entry**” and collectively, the “**Entries**”) you must log-in to your Instagram Account and post one (1) photo or video to your Account feed or story that: (i) depicts, describes or otherwise reflects your favourite egg dish and the time of day that you like (or would like) to eat it; (ii) tags @EggFarmersONT; and, (iii) includes the hashtags: #EggOclockContest and #WorldEggDay. When all required steps of the entry process are complete, you will automatically be eligible to earn one (1) Entry in the Contest.

To be eligible, all content and materials associated with your Entry (collectively, the “**Entry Materials**”) must: (i) be submitted and received in accordance with these Rules during the Contest Period; (ii) include all required components and materials noted above; (iii) be in accordance with these Rules, including, but not limited to, the specific Participation Requirements listed below; and (iv) be in accordance with the applicable terms, rules, policies and guidelines of the Social Platform (the “**Social Platform Rules**”) (all as determined by the Sponsor in its sole and absolute discretion). Standard data rates apply to participants who choose to participate in the Contest via a mobile device. Please contact your service provider for pricing and service plan information and rates before mobile device participation.

6. ENTRY LIMIT AND CONDITIONS:

There is a limit of one (1) Entry per person and Account, per twenty-four (24) hour period during the Contest Period. 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: (i) exceed any of the limits stated in these Rules; (ii) use multiple names, identities, e-mail addresses, Accounts and/or use any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or to disrupt the Contest; and/or (iii) disrupt or participate in the Contest in any other fraudulent or misleading way, then he/she may be disqualified from the Contest in the sole and absolute discretion of the Sponsor. The Contest Parties, Meta Platforms, Inc., and each of their respective agents, employees, directors, officers, 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, Entry Materials and/or any other Contest-related information (collectively, “**Contest-Related Information**”), all of which are void.

An Entry may be rejected if, in the sole and absolute discretion of the Sponsor: (i) the Entry (including, but not limited to, any

associated Entry Materials) is not submitted and received in accordance with these Rules during the Contest Period; and/or (ii) the Entry Materials accompanying the Entry are not in compliance with these Rules (including, but not limited to, the specific Participation Requirements listed below) and/or the Social Platform Rules (all as determined by the Sponsor in its sole and absolute discretion).

7. VERIFICATION:

All Contest-Related Information 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 entrant’s eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Contest-Related Information and/or other information 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 the letter and spirit of these Rules. 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 the Contest will be the official time-keeping device(s) used by the Sponsor.

8. PARTICIPATION REQUIREMENTS:

BY PARTICIPATING IN THIS CONTEST, YOU AGREE TO RELEASE THE RELEASED PARTIES FROM ANY AND ALL LIABILITY IN CONNECTION WITH THE CONTEST AND YOUR PARTICIPATION THEREIN AND TO INDEMNIFY THE RELEASED PARTIES AGAINST ANY AND ALL CLAIMS, DAMAGES, LIABILITIES, COSTS, AND EXPENSES ARISING FROM YOUR PARTICIPATION IN THE CONTEST. BY PARTICIPATING IN THIS CONTEST, YOU ALSO AGREE THAT YOUR ENTRY (AND EACH INDIVIDUAL COMPONENT THEREOF – INCLUDING, WITHOUT LIMITATION, THE ENTRY MATERIALS) COMPLIES WITH ALL CONDITIONS STATED IN THESE RULES. THE RELEASED PARTIES WILL BEAR NO LIABILITY WHATSOEVER REGARDING: (I) THE USE OF YOUR ENTRY (OR ANY COMPONENT THEREOF – INCLUDING, WITHOUT LIMITATION, THE ENTRY MATERIALS); (II) PARTICIPATION IN ANY CONTEST-RELATED ACTIVITIES; (III) ANY USE, COLLECTION, STORAGE AND DISCLOSURE OF ANY PERSONAL INFORMATION; AND/OR (IV) IF DECLARED A WINNER, THE PRIZE (INCLUDING ANY USE OR MISUSE OF THE PRIZE). THE RELEASED PARTIES SHALL BE HELD HARMLESS BY YOU IN THE EVENT IT IS DISCOVERED THAT YOU HAVE DEPARTED FROM OR NOT OTHERWISE FULLY COMPLIED WITH ANY OF THESE RULES AND/OR THE SOCIAL PLATFORM RULES (AS APPLICABLE). THIS RELEASE AND INDEMNITY SHALL CONTINUE IN FORCE FOLLOWING THE TERMINATION OF THE CONTEST AND/OR AWARDING OF ANY PRIZE.

By participating in the Contest, each entrant hereby warrants and represents that any Entry Materials he/she submits:

- i. is/are original to him/her 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 Contest;
- ii. does not violate any law, statute, ordinance or regulation;
- iii. does 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. is/are not defamatory, trade libelous, pornographic or obscene, and further that it 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 the Sponsor); 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 the Sponsor; any identifiable third party products, trade-marks, brands and/or logos, other than those of the 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 promotional agency or designated content moderator (the “**Reviewer**”) reserves the right to screen all Entry Materials. Any Entry Materials that the Reviewer deems, in its sole and absolute discretion, to violate the terms and conditions set forth in these Rules are subject to disqualification. The Reviewer reserves the right, in its sole and absolute discretion at any time and for any reason, to remove any Entry Materials (or any part thereof) and/or to request an entrant to modify, edit and/or re-submit

his or her Entry Materials (or any part thereof) in order to ensure that the Entry Materials comply with these Rules, or for any other reason. If such an action is necessary at any point during or after the Contest, 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 Materials (and therefore the corresponding Entry and/or the associated entrant) – to help ensure that the Contest is being conducted in accordance with the letter and spirit of these Rules.

9. LICENSE:

By entering the Contest and submitting an Entry, each entrant: (i) without limiting the Social Platform Rules, as applicable, grants to the Sponsor, in perpetuity, a worldwide, non-exclusive, license to publish, display, reproduce, modify, edit, make available, communicate to the public by telecommunication and otherwise use his/her Entry Materials (and each component thereof), in whole or in part, for advertising or promoting the Contest or for any other reason in any type of media; (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 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.

10. PRIZES:

There are fourteen (14) total prizes (each, a “Prize” and collectively, the “Prizes”) available to be won, as follows:

- (i) Grand Prize – There is one (1) grand Prize (the “Grand Prize”) available to be won, consisting of: (i) “eggs for a year”, awarded as a gift card of \$250; and (ii) one (1) Sponsor merchandise gift basket (including a whisk, egg bites maker, lunch bag, spatula and sandwich container). The total approximate retail value of the Grand Prize is \$310 CAD.
- (ii) Daily Prizes – There are thirteen (13) daily Prizes (each, a “Daily Prize”) available to be won at the start of the Contest, each consisting of a Sponsor Prize package (including a whisk, egg bites maker, lunch bag, spatula and sandwich container). The total approximate retail value of each Daily Prize is \$60 CAD. The number of Daily Prizes available will decrease as they are claimed in accordance with these Rules.

The following general conditions apply to each Prize: (i) Prize must be accepted as awarded and is not transferable, assignable or convertible to cash (except as may be specifically permitted by the Sponsor in its sole and absolute discretion); (ii) no substitutions are permitted, except at the Sponsor’s option; (iii) the Sponsor reserves the right to substitute the Prize in whole or in part in the event that all or any component of such Prize is unavailable with a prize or prize component(s) of equal or greater retail value, including, without limitation, but solely at the Sponsor’s sole discretion, a cash award; (iv) all characteristics and features of the Prize, except as otherwise explicitly stated above, are at the Sponsor’s sole and absolute discretion; (v) manufacturer’s standard warranty (if any) applies to the Prize; and (vi) Prize winner is solely responsible for all costs not expressly described herein.

The \$250 CAD gift card value of the “eggs for a year” portion of the Grand Prize is calculated based on 500 eggs for 12 months (at an average cost of roughly \$0.50 per egg).

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 the Contest. To the fullest extent permitted by applicable law, each confirmed winner understands and acknowledges that he or she may not seek reimbursement or pursue any legal or equitable remedy from either the Sponsor or any of the other Released Parties should his/her Prize fail to be fit for its purpose or is in any way unsatisfactory. For greater certainty and the avoidance of any doubt, by accepting a Prize, a confirmed winner agrees to waive all recourse against the Sponsor and all of the other Released Parties if the Prize or a component thereof does not prove satisfactory, either in whole or in part.

Limit of one (1) Prize per person.

11. ELIGIBLE WINNER SELECTION PROCESS:

Eligible winners in the Contest will be selected as follows:

- (i) Grand Prize – On October 16, 2023 in Toronto, Ontario at approximately 12:00 p.m. ET, the Sponsor will perform a random draw from among all eligible Entries submitted and received in accordance with these Rules during the Contest Period to select the potential Grand Prize winner. The odds of winning the Grand Prize depend on the number of eligible Entries submitted and received in accordance with these Rules during the Contest Period.

- (ii) Daily Prizes – On each day that immediately follows a Day of the Contest in Toronto, Ontario at approximately 12:00 p.m. ET, the Sponsor will perform a random draw from among all eligible Entries submitted and received in accordance with these Rules during such Day to select one (1) potential Daily Prize winner. For certainty, a draw will be held October 2, 2023 to select one (1) Entry from among all eligible Entries received during the Day of October 1, 2023 (and, this process will continue to select one (1) Entry per Day of the Contest). Thirteen (13) random Daily Prize draws will be conducted in total. For certainty, all unselected entries in any given draw for a Daily Prize will **not** carry over into any subsequent draw(s) for a Daily Prize. The odds of winning a Daily Prize depend on the number of eligible Entries submitted and received in accordance with these Rules prior to the close of the applicable Day.

12. ELIGIBLE WINNER NOTIFICATION PROCESS:

The Sponsor or its designated representative will make a minimum of two (2) attempts to contact each potential winner within two (2) days of the applicable selection date via Instagram direct message. A potential winner is solely responsible for ensuring he/she is able to receive such notification messages, monitoring for such notification messages and following all instructions contained in such notification messages, failing which, he/she may be disqualified (as determined by the Sponsor at its sole discretion).

13. 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 A CONFIRMED PRIZE WINNER, the potential winners will each be required to: (a) 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); and (b) sign and return within two (2) business days of notification the Sponsor's declaration and release form, which (among other things): (i) confirms compliance with these Rules; (ii) acknowledges acceptance of the Prize (as awarded); (iii) releases 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; (iv) agrees to indemnify the Released Parties against any and all claims, damages, liabilities, costs, and expenses arising from use of his/her Contest-Related Information or any portion(s) thereof; and (v) 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 perpetuity throughout the world in any manner or medium whatsoever, including print, broadcast or the internet.

If a potential winner: (a) cannot be contacted as set out set out above, or if there is a return of a notification as undeliverable; (b) fails to correctly answer the skill-testing question; (c) fails to return the properly executed Contest documents within the specified time; (d) cannot accept (or is unwilling to accept) a Prize (as awarded) for any reason; and/or (e) 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 potential winner in accordance with the procedure outlined above, with the necessary amendments (in which case the foregoing provisions of this section shall apply to such newly selected potential winner).

14. GENERAL CONDITIONS:

This Contest is subject to all applicable federal, provincial/territorial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Contest, including without limitation the eligibility of entrants or any Contest-Related Information, 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 FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.

All Contest-Related Information becomes the property of the Sponsor. The Released Parties will not be liable for: (i) any failure of the Social Platform or any other any website or platform during the 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 Contest-Related Information, winner notification message 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 the 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, to withdraw, amend or suspend the Contest (or to amend these Rules) in any way, in the event of any cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of the Contest as contemplated by these Rules, 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 the 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, to cancel, amend or suspend the Contest, or to amend these Rules, 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.

The Sponsor reserves the right, in its sole and absolute discretion, to adjust any of the dates, timeframes and/or other Contest mechanics stipulated in these Rules, to the extent deemed necessary by the Sponsor, for purposes of verifying compliance of any entrants, Contest-Related Information and/or other information with these Rules, 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, or for any other reason.

If due to printing, production, online, internet, computer or other error of any kind, more Prizes are claimed than intended to be distributed or awarded according to these Rules then, in addition to having the right to terminate the Contest immediately, the Sponsor reserves the right in its sole and absolute discretion to conduct a random drawing from amongst all eligible Prize claimants whose claims have not yet been redeemed to award the correct number of Prizes at the applicable prizing level (as stated in these Rules). The Prizes may stop being awarded in the event the Sponsor becomes aware of such an error. In no event will the Sponsor be liable to award more than the number of Prizes (at any prizing level), as provided in these Rules.

By entering this 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 Contest and in accordance with the Sponsor's privacy policy (available at: <http://www.eggfarmersofontario.ca/privacy-policy>). his 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.

In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to, the the Sponsor's Account, point of sale, television, print or online advertising and/or any instructions or interpretations of these Rules given by any representative of the Sponsor, the terms and conditions of these Rules shall prevail, govern and control to the fullest extent permitted by law.

The invalidity or unenforceability of any provision of these 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 Rules 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 or the rights and obligations of participants, the Sponsor or any of the other the Released Parties in connection with the Contest will be governed by and construed in accordance with the domestic laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws. The parties hereby consent to the exclusive jurisdiction and venue of the courts located in Ontario in any action to enforce (or otherwise relating to) these Rules or relating to the Contest.

CONTEST MINI-RULES

No purchase necessary. Open to age of majority residents of Ontario (Canada). Starts October 1, 2023 at 12:00 a.m. ET and ends October 13, 2023 at 11:59 p.m. ET. Prizes available: (i) 1 x grand prize (consisting of “eggs for a year” and merchandise selected at Sponsor’s discretion), total ARV \$310 CAD; and (ii) at contest start, 13 x daily prizes (each consisting of a prize package including merchandise selected at Sponsor’s discretion), ARV \$60 CAD each. Number of daily prizes available will decrease as daily prizes are claimed. Grand prize odds depend on number of eligible entries received during the contest period. Daily prize odds depend on number of eligible entries received prior to close of applicable day during the contest period. Math skill-testing question required. Full rules and entry details at worldeggday.ca.