

Search for Goodness Teachers Edition Contest 2018

OFFICIAL RULES AND REGULATIONS

NO PURCHASE NECESSARY. By entering this Contest and/or agreeing to be nominated (as described below), entrants and nominees agree to abide by these Official Rules. The decisions of the independent contest organization with respect to all aspects of the Contest are final. The Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook. You understand that you are providing your information to the Sponsor and not to Facebook. The information you provide will only be used to administer the Contest in accordance with the Sponsor's privacy policy. Facebook 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 Facebook.

1. SPONSOR & CONTEST PERIOD:

The Search for Goodness Teachers Edition Contest 2018 (the "Contest") is sponsored by Post Foods Canada Inc. (the "Sponsor"). The Nomination entry period begins at 12:00:00 PM Eastern Time ("ET") on May 28, 2018 and ends at 11:59:59 PM ET on August 20, 2018 (the "Nomination Entry Period"). The Voting Period begins at 2:00:00 PM Eastern Time ("ET") on May 28, 2018 and ends at 12:00:00 PM ET on August 27, 2018 (the "Voting Period").

2. ELIGIBILITY:

Nominator: To enter and nominate a teacher (herein referred to as a "Nominator"), a person must be a legal resident of Canada who is 13 years of age or older at time of entry and who is not an employee, representative or agent of the Sponsor, the independent contest organization, or any of their affiliated and related companies and, if applicable, their respective advertising or Contest agencies (collectively the "Contest Parties"), or a member of the immediate family of, or a person domiciled with, any of the above (collectively the "Excluded Parties" or an "Excluded Party"). In these Official Contest Rules & Regulations (the "Official Rules"), "immediate family" means mother, father, brothers, sisters, sons, daughters and/or legal or common-law spouse. If a Nominator is under the age of majority at time of entry, he/she will require his/her parent or legal guardian permission to enter the Contest.

Nominee: In order for a person to be nominated by another person, the person (herein referred to as a "Nominee") must be a legal resident of Canada who is over the age of majority in his/her province or territory of residence at the time of being nominated, must currently be a full-time certified teacher in an elementary or secondary classroom in Canada (excluding home schools and day care facilities), must not be an Excluded Party and cannot have won a previous Post Search for Goodness contest.

In order for a School (as defined below) to be eligible to win a portion of the Prize in accordance with these Official Rules, the School principal must not be an Excluded Party.

Voters: To vote in this Contest, voters must be legal residents of Canada who are 13 years or age or older at the time of voting.

BY ENTERING THE CONTEST AND/OR AGREEING TO BE NOMINATED, NOMINATORS AND NOMINEES AGREE (IF APPLICABLE) TO BE SUBJECT TO A BACKGROUND

INVESTIGATION TO BE CONDUCTED, INCLUDING BUT NOT LIMITED TO CRIMINAL RECORDS EVALUATION. NOMINATORS (AND THEIR PARENT/LEGAL GUARDIAN IF A MINOR) AND NOMINEES MAY BE REQUIRED TO CONFIRM THIS CONSENT IN WRITING AT ANY TIME UP TO AND INCLUDING THE CONCLUSION OF ROUND 2 OF THE SELECTION PROCESS, AS DESCRIBED BELOW, UPON REQUEST BY SPONSOR. ANY NOMINATOR OR NOMINEE WHO REFUSES TO AGREE TO A BACKGROUND INVESTIGATION, OR WHO HAS BEEN CONVICTED OF AN INDICTABLE OFFENCE, OR WHO FAILS TO MEET APPLICABLE SECURITY CRITERIA, AS DETERMINED BY THE SPONSOR IN ITS SOLE DISCRETION, OR IF INFORMATION DISCOVERED AT ANY POINT, INCLUDING ONCE THE NOMINEE IS ANNOUNCED AS A FINALIST OR ONCE A WINNER HAS BEEN PUBLICALLY ANNOUNCED, IS DEEMED TO BE POTENTIALLY HARMFUL TO THE IMAGE OF THE SPONSOR, AS DETERMINED BY SPONSOR IN ITS SOLE AND ABSOLUTE DISCRETION, THE SUBMISSION WILL BE DISQUALIFIED AND, IN THE CASE OF AN ANNOUNCED FINALIST OR SELECTED WINNER, AN ALTERNATE SUBMISSION MAY BE SELECTED AS A FINALIST OR A POTENTIAL WINNER (AS APPLICABLE), AT SPONSOR'S SOLE DISCRETION.

3. HOW TO ENTER THE CONTEST:

During the Nomination Entry Period, visit searchforgoodness.ca (the "Contest Website") and complete the registration form (the "Registration Form") by either (a) logging into your Facebook Account, which will auto-populate your name and email address, or (b) by typing in your full name (Nominator), province, and a valid email address. Next, enter the information regarding the Nominee you wish to nominate by typing in the Nominees' full name, valid email address, city, province, and current school name, city, and province. Upon doing so, upload a photo ("Photo") of your individual Nominee in the field provided and a story explaining "a reason why this Nominee is a teacher who has inspired you", (see rule 4 for Photo and Story format and content requirements). Next, confirm that you have permission from the Nominee to submit their Story, personal information and Photo and confirm that you have read and agree to these Official Rules. Upon doing so, click "Submit" and your Photo and Story (collectively a "Submission") will be reviewed by the Sponsor (or its designated representative(s)) within three (3) business days to determine if it meets the requirements outlined in rule 4. If eligible, your Submission will be considered an official entry into the Contest and will be posted on the Contest Website for viewing only.

Within two (2) business days of receipt of a Submission, the Sponsor will send an email to the Nominee at the email address provided by the Nominator, explaining that he/she has been nominated in this Contest by the Nominator (the Nominator's full name will be included within that email). If the Nominee does not respond to the notification email, they are deemed to be agreeing to the nomination. If any notice is undeliverable, the Sponsor may contact the Nominator to obtain the correct email address. The Nominee can, at any time during the Voting Period, request that the Sponsor withdraw his/her Story from consideration in the Contest. If a Nominee makes such a request, the Sponsor will remove the Nominee's Story and Photo from the Contest Website and the entry associated with such Submission will be forfeited. The Sponsor is in no way required to inform Nominator of the Nominee's request.

The Nominator must obtain permission from his/her Nominee to submit his/her personal information (including email address), Story and Photo during the entry process. The onus for obtaining such consent rests entirely with the Nominator. You may only nominate a teacher currently working in an elementary or secondary school in Canada, with whom you have had direct voluntary two-way communications. There are no limits to the number of nominations you make, however each nomination must be unique (you may only nominate a person once). You may only use one (1) email address to enter the Contest.

Each Nominee may be nominated one (1) time throughout the Nomination Entry Period. Only the first eligible Submission made relating to a Nominee will be considered an entry into the Contest and will be the only Submission related to the Nominee that will be posted on the Contest Website for voting. However, in the event that more than one Submission is made for a Nominee who becomes a Finalist, the judges reserve the right to consider such additional Submissions as part of Round Two of the Winner Selection Process. The sole determinant of time for the purposes of determining which Submission for an individual Nominee was received first in this Contest will be the Sponsor's promotional agencies' computer servers.

In the event it is determined that an entrant has entered in a fashion not sanctioned by these Official Rules and/or has submitted more than the number of Submissions permitted by these Official Rules, the Nominator will be disqualified and all of the Submissions submitted by the Nominator will be disqualified. Proof of transmission (screenshots or captures, etc.) does not constitute proof of delivery. Submissions generated by script, macro, robotic, programmed, or any other automated means are prohibited and will be disqualified. The Sponsor will not be responsible for late, lost, illegible, falsified, damaged, misdirected, mutilated, garbled or incomplete Submissions, which will be void. All Submissions become the property of the Sponsor upon receipt and none will be returned.

4. PHOTO AND STORY FORMAT AND CONTENT:

Each submitted Photo:

- must be submitted in either a jpg or png file format;
- must be no more than 1MG in file size;
- must be a photo of the Nominee alone and if other people are included in the photo, written consent has been obtained from each such person (and his/her parent or legal guardian if a minor), and such written consent will be provided to Sponsor upon request;
- may not infringe upon the copyrights, trademarks, rights of privacy, rights of publicity or other intellectual property or other rights of any person or entity;
- must be intended for family audience viewing and contain only content that, in the sole and unfettered discretion of the Sponsor, is suitable for all persons, including persons under the age of 13; and
- may be submitted only once.

Each submitted Story:

- must be in English or French;
- must be no more than 60 words in length;
- must explain "a reason why this teacher has inspired you";

- must not be based on another person's Submission;
- must be an original work;
- may not have been previously published;
- may have not been considered for or won previous awards or prizes;
- may not infringe upon the copyrights, trademarks, rights of privacy, rights of publicity or other intellectual property or other rights of any person or entity;
- if any third parties are referenced, written consent has been obtained from each such person (and his/her parent or legal guardian if a minor), and such written consent will be provided to Sponsor upon request;
- must have been created in a legal and safe manner;
- must be owned by the Nominator;
- must be intended for family audience viewing and contain only content that, in the sole and unfettered discretion of the Sponsor, is suitable for all persons, including persons under the age of 13; and
- may be submitted only once.

By submitting a Photo and Story depicting/describing an individual Nominee you must first obtain the permission of each person to use their image, name and story. The onus for obtaining such consent rests entirely with the Nominator. The Sponsor assumes no responsibility for obtaining such consent or for use of posted Photo or Story. A Photo and/or Story may not contain any persons, company brands, and/or any other content: (i) that is unlawful, hateful, offensive, disparaging, discriminatory, libelous, inappropriate, sexually explicit, or obscene; (ii) which incites, solicits, promotes, or provides information about illegal or criminal activities; (iii) that abuses, threatens, promotes, or instigates physical harm or death to others, or yourself; (iv) that promotes and/or contains the addresses of other Web sites; (v) that victimizes, harasses, degrades, or intimidates an individual or group of individuals on any basis, including but not limited to religion, gender, sexual orientation, race, ethnicity, age, or disability; (vi) that infringes on any patent, trademark, trade secret, copyright, right of publicity, or other intellectual property right of any party; (vii) that constitutes unauthorized or unsolicited advertising, junk or bulk emails (also known as "spamming"), chain letters, pyramid schemes, the promotion of particular stocks of shares and other financial products and services, or any other form of unauthorized solicitation, or any form of lottery or gambling; (viii) that contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of this Contest or any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party; (ix) that impersonates any person or entity, including any of the Sponsor's employees, dealers, or representatives; (x) that solicits personal information from another entrant or voter; (xi) that, in any other manner, is deemed by the Sponsor to be inappropriate to the well-being of others; (xii) that communicated and/or exchanges a message of any kind, third party phone numbers, mobile numbers, emails or home addresses and any personal details; (xiii) which is inconsistent with the positive messaging which the Sponsor wishes to communicate; (xiv) disparages any persons or organizations; or (xv) invades the privacy or other rights of any person, firm, or entity, all of which is to be evaluated by the Sponsor in its sole and absolute discretion.

By entering/consenting to be entered into the Contest and consenting to/submitting a Submission, each Nominator and Nominee: (i) grants to the Sponsor, in perpetuity, a non-exclusive license to publish, display, reproduce, modify, edit or otherwise use his/her Submission, in whole or in part, for advertising or promoting the Contest or for any other reason, without compensation; (ii) waives all moral rights in and to his/her Submission in favour of the Sponsor; and (iii) agrees to release and hold harmless the Releasees (as defined below) from and against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other cause of action that relate in any way to the Submission. Sponsor and/or its representative reserve the right to contact a Nominee and/or Nominator to confirm his/her agreement to the foregoing.

5. PRIZE:

There is one (1) prize (the “Prize”) available to be won consisting of \$5,000 CAD payable by cheque, for the winning Nominee and an additional \$5,000 CAD payable by cheque for the school at which the confirmed winning Nominee worked at the time of the nomination (the “School”). The principal of the School must accept the Prize in accordance with these Official Rules. The Prize is valued at \$10,000 CAD.

The Prize must be accepted as awarded and is not transferable or assignable (except as may be specifically permitted by Sponsor in its sole and absolute discretion).

6. WINNER SELECTION PROCESS:

The Prize selection process (the “Selection Process”) will be divided into two (2) rounds.

Round One: Round One of the Selection Process will take place between 12:00:00 PM ET on May 28, 2018 and 12:00:00 PM ET on August 27, 2018 (the “Voting Period”) (see rule 7 for how to vote). The ten (10) Submissions (each a “Finalist”) that receive the most votes during the Voting Period will move on to the Round Two of the Selection Process and will be featured on the Contest Website. IMPORTANT NOTE: JUST BECAUSE A FINALIST ENTRY APPEARS AT OR NEAR THE TOP OF THE VOTING LEADERBOARD DOES NOT MEAN THAT THE NOMINEE ASSOCIATED WITH THAT ENTRY IS OR WILL BE A FINALIST. THE LEADERBOARD IS FOR ENTERTAINMENT PURPOSES ONLY AND ONLY THE SPONSOR CAN DEEM A SUBMISSION TO BE A FINALIST. In the event of a tie between two or more Submissions (based on the highest number of eligible votes received during the Voting Period), the Sponsor and/or its designated representative(s) will judge all such Submissions that are tied on the basis of the Criteria (see below) all weighed equally and the Submission with the highest total score as determined by the Sponsor and/or its designated representative(s) in its/their sole and absolute discretion will be deemed an eligible Finalist.

Odds of being selected for Round Two of the Selection Process will depend on the number and caliber of Submissions and the number of votes received during the Voting Period.

Round Two: Round Two of the Selection Process will take place between August 27, 2018 and September 7, 2018 (the “Judging Period”). A panel of judges appointed by the Sponsor will judge the ten (10) Finalist Submissions on the basis of: (i) how compelling the Submission is (50%); and (ii) how

well the Submission aligns with the Post brand (50%). In the event of a tie, the Submission with the highest score in 'how compelling the Submission is' will be chosen. The Nominee eligible for the Prize (referred to as the "Potential Winner") will be the individual Nominee associated with the Finalist Submission that has the highest score based on the Criteria, and will be contacted by email within fifteen (15) business days of being selected. If a Potential Winner does not respond to the email within five (5) business days of it being sent, then he/she will forfeit his/her opportunity to be the Winner of the Prize. In the event that a Prize is forfeited by the Nominee, the next Finalist with the highest score based on the Criteria outlined above will be the Potential Winner. This process will be repeated until a Winner is confirmed from amongst the Finalists, provided that any Potential Winner must have received a score of over 70% by the panel of judges based on the Criteria. The portion of the Prize allocated to the School will only be awarded to the school associated with the confirmed Winner. In the event that a School forfeits its portion of the Prize or if the principal is ineligible in accordance with these Official Rules, the confirmed Winner will still be eligible to win his/her portion of the Prize, however the School portion of the Prize will not be awarded. For greater certainty, if a Potential Winner forfeits the Prize, the School associated with that Nominee will not be eligible to win the School portion of the Prize. In the event that all ten (10) Finalists cannot be confirmed, the next ten (10) Submissions that received the most votes during the Voting Period will move on to the Round Two of the Selection Process and the above process will be repeated until a Winner is confirmed. Judging will be completed by September 7, 2018 (the "Judging Completion Date").

7. HOW TO VOTE:

During the Voting Period, visit the Contest Website and login or complete the Registration Form by either (a) logging into your Facebook Account, which will auto-populate your name and email address, or (b) by typing in your full name, province and a valid email address. Click on the homepage to view all of the eligible Submissions received during the Nomination Entry Period to date. To vote for one (1) of the eligible Submissions, select the heart icon located beside your chosen Submission to place your vote (a "Vote"). Votes must be received during the Voting Period.

8. LIMITS ON VOTING:

There is a limit of one (1) Vote per story per person per day (the "Voting Limit") between 12:00:01 AM ET and 11:59:59 PM ET during the Voting Period (except the first day of the Voting Period, which runs from 12:00:00 PM ET to 11:59:59 PM ET on May 28, 2018, and the last day of the Voting Period, which runs from 12:00:01 AM ET and 12:00:00 PM ET on August 27, 2018. Any person who is found to have placed a Vote, or attempted to place more than the applicable Voting Limit will be subject to disqualification in the sole and absolute discretion of the Sponsor, and all such Votes placed by such person or on behalf of such person during the Voting Period may be disqualified. Proof of transmission (screenshots or captures etc.) does not constitute proof of delivery of a Vote. Votes generated by script, macro, robotic, programmed, or any other automated means are prohibited and will be subject to disqualification in the sole and absolute discretion of the Sponsor. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents (including, but not limited to, contest entry services) will void all Votes by that voter. The Sponsor will not be responsible for late, lost, illegible, falsified, damaged, misdirected, mutilated, garbled or incomplete Votes, which will be void. All Votes become the property of the Sponsor upon receipt and none will be returned. All Votes are subject to

verification. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity (in a form acceptable to the Sponsor) from any voter to participate (i.e. Vote) in this Contest or for any Votes entered, or purportedly entered, by such voter to be considered valid for the purposes of this Contest. Failure to provide such proof in a timely manner may result in disqualification of the applicable Votes that cannot be verified to the satisfaction of the Sponsor, in its sole and absolute discretion. The sole determinant of time for the purposes of a valid Vote in this Contest will be the Sponsor's promotional agencies' computer servers. **IMPORTANT:** You may encourage your friends and other eligible individuals to Vote for your Submission as a Nominee or Nominator; however, you are not allowed to offer any individual or organization any form of incentive, inducement, prize or chance of receiving any incentive or inducement (including vote exchanging), or prize in furtherance of receiving such individual's or organization's, or those directed by such individual or organization's, Vote for any Submission. The Submission associated with any individual determined by Sponsor and/or its representatives (in their sole and absolute discretion) to be engaging in such behaviour is subject to disqualification. The Sponsor reserves the right, in its sole discretion, to disqualify any entrant they find, in their sole discretion, to be: (a) tampering or attempting to tamper with the entry or Voting process or the operation of the Contest and/or Contest Website; (b) violating the Official Rules; or (c) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other persons. **CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**

9. WINNER NOTIFICATION

To be declared a Winner of each of the respective Prize elements, the Potential Winner and the principal of the School must each answer correctly, without assistance of any kind, whether mechanical or otherwise, a mathematical skill testing question posed by mail or telephone. The Potential Winner and the principal of the School will each also be required to sign and return within five (5) business days of notification the Sponsor's Declaration and Release Form (the "Release Form"), which (among other things): (a) confirms compliance with these Official Rules; (b) acknowledges acceptance of the Prize as awarded; (c) releases the Contest Parties, their respective parent, subsidiary and affiliated companies, advertising and Contest agencies, and each of their respective officers, directors, employees, agents, representatives, successors and assigns (collectively, the "Releasees") from any and all liability in connection with this Contest, the Potential Winner's/School's participation therein (as applicable) and/or the awarding and use/misuse of a Prize or any portion thereof; and (d) agrees to the publication, reproduction and/or other use of the Potential Winner's name or School name (as applicable), address, voice, statements about the Contest, Submission related to him/her and/or photograph or other likeness (as applicable) without further notice or compensation, in any publicity or advertisement carried out by the Sponsor in any manner whatsoever, including print, broadcast or the internet.

10. AWARDING OF PRIZE:

The Prize will be awarded to the confirmed Winner and the School by the Sponsor upon receipt and verification of his/her/its Release Form by a representative of the Sponsor.

11. GENERAL:

By entering the Contest and/or agreeing to be nominated in this Contest, Nominators and Nominees agree to abide by the Official Rules and the decisions of the independent contest organization with respect to all aspects of the Contest, which are final. All entries become the permanent property of the Sponsor and none will be returned.

The Contest is subject to all applicable federal, provincial, territorial and municipal laws.

The Contest Parties accept no responsibility for loss, damage or claims caused by or resulting from the Contest or the Prize. By agreeing to participate in the Contest, each Nominee agrees that his/her name, address (city and province/territory) and/or photograph without further remuneration, in connection with any publicity carried out by or on behalf of the Sponsor with respect to the Contest, and further agrees to be contacted by the Sponsor to discuss the possibility of same.

The Contest Parties will not be liable for any failure of the Contest Website, do not assume any responsibility for incorrect or inaccurate capture of entry information, votes, technical malfunctions, human or technical error, printing errors, lost, delayed or garbled data or transmissions, omission, interruption, deletion, defect or failures of any telephone or computer lines or networks, computer equipment, software or any combination thereof. The use of an invalid email address will disqualify the entry. Users spamming the same email address will disqualify the Submission. The sole determinant of the time for the purposes of a valid online entry in this Contest will be the Contest server machine(s).

The Sponsor reserves the right (subject to the approval of the *Régie des alcools, des courses et des jeux* (the "Régie") in Quebec), to terminate or suspend this Contest or to amend the Official Rules at any time and in any way, without prior notice, for any reason whatsoever. Without limiting the foregoing, if for any reason the Contest is not capable of running as originally planned, for example as a result of tampering or infection by computer virus, the Sponsor reserves the right (subject to the approval of the Régie in Quebec) to cancel the Contest and judge the Submissions based on the Criteria outlined in rule 6 from all previously received eligible entries received by the date of cancellation of the Contest in order to determine the Potential Winner. The Sponsor and the independent contest organization shall not be held responsible for any problems, errors or negligence that may arise or occur in connection with the Contest.

For Québec residents: Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie 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.

12. CONDITIONS AND LIMITS OF LIABILITY:

As a condition of participating in this Contest, each entrant agrees, to the fullest extent permissible by law: (1) under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental and consequential damages, and any other damages, other than

for actual out-of-pocket expenses as set forth in subsection 3 below, and any and all rights to have damages multiplied or otherwise increased; (2) this Contest is governed by the laws of the Province of Ontario, and the laws of Canada applicable therein without regard to its conflicts of law principles and any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively before a court of competent jurisdiction located within the city of Toronto; (3) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred in participating in this Contest and in no event will participant be entitled to receive legal fees, or any other costs; and (4) participant shall be bound by these Contest Rules.

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

The Sponsor respects your right to privacy. Personal information collected from entrants will only be used by the Sponsor as set out in these Official Rules and to administer the Contest. For more information regarding the manner of collection, use and disclosure of personal information by the Sponsor, please visit <http://www.postfoods.ca/privacy-policy/>