

OFFICIAL CONTEST RULES & REGULATIONS MacKinnon Water Solutions (MWS) “Worst Radon” Contest – OFFICIAL RULES NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN AND A PURCHASE OR PAYMENT WILL NOT IMPROVE YOUR CHANCES OF WINNING.

GENERAL CONDITIONS: This contest is sponsored by MacKinnon Water Solutions (MWS), 486 Route 105, Chelsea, Quebec J9B 1L2. The contest is governed by these Official Rules, as well as by applicable provincial law and Canadian federal law, without regard to any conflicts of laws principles. The contest is void where prohibited and or restricted by law. By entering the contest, each entrant agrees to abide by the terms of these Official Rules and by the decisions of MWS which are final and binding on all matters pertaining to the contest.

HOW TO ENTER and DATES OF CONTEST: The contest will take place from 12:01am Eastern Standard Time (EST) on March 1<sup>st</sup> 2017 to 11:59pm EST on April 31, 2017. To enter, each potential entrant must complete brief questionnaire at [www.mwswater.com](http://www.mwswater.com) . Once submitted, all entries become the exclusive property of MWS and may be used in any manner as MWS may, in its sole and absolute discretion, see fit and the entrant assigns to MWS and/or waives any and all copyright, moral rights and other rights he/she may otherwise have in relation to same. By entering, the entrant represents to MWS that the entrant has the sole and absolute right to enter the submitted materials and assign any and all rights thereto to MWS without compensation or approval or permission from any other entity or person and agrees to indemnify, defend and save MWS harmless in the event such representation is claimed to be untrue.

JUDGING & NOTIFICATION: One (1) winner will be selected from all eligible entrants based on water quality, as determined by MWS in its sole and absolute discretion and in accordance with the above instructions. The prize winner will be notified by telephone and/or email on or about May 12, 2017.

The odds of winning are determined by the total number of eligible entries received. The winner will be required to respond to the prize notification within the time, if any specified in the notification and may be required to: (1) provide his or her full mailing address for the purpose of receiving the prize; (2) upon MWS’s request, sign and return a release of liability, declaration of eligibility, waiver and assignment of rights in the entry and, where lawful, a publicity release granting permission to use his/her name and likeness for advertising and/or promotional and/or marketing purposes (without further compensation); (3) verify his or her social insurance number or other taxpayer identification number; and (4) take possession of the prize(s) in the manner specified by MWS. If the above requirements are not met, the prize may be awarded to a replacement winner, the second worst water from the pool or remaining eligible entries, as determined by MWS in its sole and absolute discretion. The replacement winner will need to satisfy all of the requirements of these official rules. This process will be repeated until the prize has been rewarded in full.

**PRIZE:** The winner determined as set forth above will win a complete Airwell treatment system at the specific water treatment needs of the winner. The system designed for the winner will be installed by MWS at no cost to the winner. Prizes are not transferable, exchangeable or redeemable for cash. Reporting and payment of any federal, state, provincial, local, VAT, or other taxes, fees, customs, duties, insurance, or other amounts owed in connection with any prize are the sole responsibility of the winner(s). EACH PRIZE IS GIVEN AWAY BY MWS "AS-IS." MWS DOES NOT MAKE, AND HEREBY DISCLAIMS ANY WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING ANY PRIZE, INCLUDING WITHOUT LIMITATION ANY IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

**ELIGIBILITY:** The contest is open to any resident of Quebec who is 21 years or older at the time of entry and meets the following additional criteria: 1/ Contest open to residential entrants only – no commercial entries. 2/ Contest entrant must own the property on which the "worst water" originates and the home to which water feeds. 3/ Contest not open to customers of municipally supplied water. Source of water must be privately owned as in well, lake, river, pond. 4/ Property must be located within stated boundaries – see map. 5/ Winner must have adequate supply of water. 6/ Preliminary testing of water MUST take place on site with homeowner present. 7/ Winner is responsible for ongoing maintenance of equipment and water treatment system. Officers, directors, and employees of MWS and/or its parents, subsidiaries, affiliates or divisions and members of their immediate families (including spouse, parents, siblings, grandparents, grandchildren, step-children, step-parents and in-laws) or those with whom they are domiciled are not eligible. Only one entry per household. Submissions for this contest are only accepted through the online entry form at [www.mwswater.com](http://www.mwswater.com). Late, incomplete computer-generated script or other automated entries are not eligible and are void. Entries will be deemed to have been made by the authorized account holder of the email address submitted at the time of entry. In the event of a dispute, a potential winner may be required to provide proof that the potential winner is the authorized account holder of the email address associated with the potentially winning entry. It is the sole responsibility of each entrant to notify MWS in the event of a change in email address or other contact information. MWS is not responsible for network, modem or other equipment failures or for incomplete, garbled or delayed entries, however caused.

**DISQUALIFICATION:** MWS reserves the right, in its sole and absolute discretion, to disqualify any entrant that MWS

determines: (1) has tampered with the entry process or the operation of the contest or the Web Site; (2) has acted in an unsportsmanlike or disruptive manner or with the intent to annoy or harass MWS or any other person or entity; (3) has submitted any material which MWS, in its sole and absolute discretion, deems offensive, a violation of law or unsuitable in any other manner; (4) has not satisfied all of the requirements for entry in the contest; or (5) to be otherwise ineligible under, or otherwise in violation of, these Official Rules or any relevant law. Any attempt by an entrant to commit any of the above acts of misconduct may be a violation of civil or criminal law and MWS reserves the right to seek damages from such entrant to the fullest extent permitted by law.

**LIABILITY/TERMS AND CONDITIONS:** By entering, each entrant releases and holds harmless MWS, any manufacturer or supplier of any prize, any other persons or entities involved in the contest, each of its and their respective parents, subsidiaries, and affiliates and each of its and their respective officers, directors, employees, and agents, from any responsibility or liability whatsoever arising out of or resulting from: (1) entry or participation in the contest; (2) the acceptance, possession, or use of any prize; (3) any violation by such entrant of these Official Rules or applicable laws; (4) any incorrect or inaccurate entry of information including, but not limited to as a result of technical malfunctions, human error, lost/delayed data transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software or any combination thereof; (5) entry materials that have been tampered with, or entries that are ineligible, late, lost, damaged, postage due or misdirected; (6) any injury or damage to participants or any other person's computer related to or resulting from participation or downloading any material in connection with the contest; and (7) any conditions arising from events beyond MWS' reasonable control. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEITHER MWS NOR ANY OF THE AFOREMENTIONED PARTIES SHALL BE LIABLE FOR ANY SPECIAL INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE CONTEST, HOWSOEVER CAUSED, WHETHER ARISING IN STATUTE, TORT, CONTRACT OR OTHER LEGAL THEORY, AND REGARDLESS OF

WHETHER SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ALL SUCH DAMAGES ARE HEREBY DISCLAIMED AND EXCLUDED.

**PUBLICITY:** By entering the contest, each entrant grants to MWS the right to use and publish such entrants' name and city of residence, and any other information in any winning entry (including the materials contained therein) both online and in print, in connection with the contest, without additional compensation, except to the extent prohibited by law. In addition, by entering the contest, each entrant consents to the use of their submitted materials and/or their names and likeness for advertising and/or promotional and/or marketing purposes without additional compensation. MWS reserves the right to use any information provided by entrants in connection with the contest in any manner permitted by these Official Rules.

**TERMINATION:** MWS reserves the right, in its sole and absolute discretion, to cancel, terminate, modify or suspend the contest at any time for any reason, including but not limited to any reason that affects the administration, security, fairness, integrity or proper conduct of the contest. Such reasons include but are not limited to fraud, tampering, unauthorized access, infections by computer virus, bugs, technical failures, or any other causes beyond the control of MWS.

**NO ENDORSEMENT:** Nothing contained in these Official Rules or in any of the contest materials should be construed as an endorsement by MWS of any suppliers or other third party, product, or service.