

Rules of Play

These rules (the "Official Rules") contain an arbitration agreement and class action waiver which affect your legal rights. It is strongly recommended that you review the rules in their entirety before entering the Raffle.

The "Second Harvest The Rescue Party Raffle" (the "Raffle")

ENTRY PERIOD:

April 10, 2023, at 9:00 a.m. ET (the "Raffle Start Date") and ends on June 5, 2023, at 5:00 p.m. ET (the "Raffle End Date") (such period referred to herein as the "Raffle Entry Period"). All times are measured by Eastern Time (ET) in Canada.

EARLY BIRD ENTRY PERIOD:

All eligible entries received between April 10, 2023, at 9:00 a.m. ET and May 26, 2023, at 11:00 a.m. ET shall be entered into the Early Bird Draw ("Early Bird Entry Period").

RAFFLE SPONSOR:

The Raffle is sponsored by and for the benefit of the Second Harvest Canada (the "Sponsor"), a non-for-profit organization registered under Canada Not For Profits Corporations Act with charitable organization status from CRA, Registration Number 133865477 RR 0001.

ELIGIBILITY:

The Raffle is only open to (a) legal residents of Ontario, and (b) who are nineteen (19) years of age or older at the time of entry. Entries are limited to individuals only; commercial enterprises and business entities are not eligible. By participating in the Raffle, each participant unconditionally accepts and agrees to comply with and abide by the terms and conditions stated in these Official Rules which shall be final and binding in all respects, agrees to be bound by the decisions of the Sponsor, and warrants that she/he is eligible to participate in the Raffle. Employees and/or their immediate family members and persons living in the same household, are not eligible to participate in the Raffle. These Second Harvest employees include:

Kris-John Kucharik

Stacey Kelly

Thomson Somerville

Jessica Westwood-Smith

Zeeshan Liaqat

Lori Nikkel

Corey Smith

Genevieve MacKenzie

The Raffle is void where prohibited and/or restricted by law and is subject to applicable federal, provincial, and municipal laws and regulations.

HOW TO ENTER:

There is no limit to the number of entries any one participant may have.

TO ENTER: Participants may call Second Harvest, or purchase tickets on secondharvest.ca/therescueparty.ca, or complete a raffle ballot at The Rescue Party on Sunday, June 4, 2023. Any tickets purchased online will be mailed their ticket numbers. Tickets are 1 for \$20, 3 for \$50, and 10 for \$150. Participants will receive a ballot with their ticket numbers between 1 and 4,000. Purchases are not tax-deductible. All sales are final and non-refundable.

DRAWS:

Early Bird Prize Draw Date: May 26, 2023, at 3:00 p.m. ET ("Early Bird Draw Date")

Grand Prize and Secondary Prizes Draw Date: June 6, 2023, at 11:00 a.m. ET ("Grand Prize Draw Date")

PRIZE RECIPIENT (each a "Winner"):

One (1) Early Bird Prize Winner (each an "Early Bird Winner")

Six (6) Prize Winners (each a "Prize Winner")

PRIZE CONDITIONS:

The following Prize Conditions apply to all Prizes (additional prize conditions may apply to individual Prizes; see Prize descriptions for details):

Prize is not transferable. Unless expressly provided, Prize cannot be redeemed for cash. Prize must be claimed as a whole and Prize substitution, in whole or in part, will not be allowed except in Sponsor's sole discretion. Sponsor is not responsible if the Winner does not use any portion of the Prize. All expenses and costs associated with the acceptance or use of the Prize (including incidentals) that are not expressly specified in these Official Rules as being part of the Prize are the sole responsibility of the Winner. In the event a Prize is subject to delays, substitutions, discontinuations, and/or availability issues or other restrictions or circumstances beyond Sponsor's control as determined by Sponsor in its sole discretion, Winner shall be provided with a Prize of equivalent or greater value in the Sponsor's sole discretion. Sponsor will not replace any lost or stolen Prize items. The Sponsor does not provide any type of insurance whatsoever and therefore, obtaining any insurance is the sole responsibility of winner and shall be procured at the sole expense of the winner, if applicable. Sponsor makes no express and/or implied warranties of any nature whatsoever, including, but not limited to, any warranty of merchantability or fitness for a particular purpose. Sponsor is responsible only for

Consolation Prize delivery and not Consolation Prize utility. Any and all federal and/or provincial tax liabilities as a result of acceptance of all or any portion of a Consolation Prize, as well as any other fees, costs and expenses not specified herein as being awarded, are the sole responsibility of the winner unless otherwise specified herein.

If Prize Winner is not able to claim Prize, Prize Winner shall forfeit the Prize and Sponsor may, but is not required to, elect to randomly select an alternative potential Prize Winner from all remaining eligible entries received.

ODDS OF WINNING: The odds of winning the Early Bird or Raffle Grand Prize depends on the total number of eligible entries received during the Raffle Entry Period. The odds of winning an Early Bird Prize depend on the total number of eligible entries received during the Early Bird Entry Period. There are 4,000 tickets printed.

SELECTION OF WINNER: On June 6, 2023, at 11:00 a.m. ET (the "Drawing Date"), Sponsor will select the potential winners of each Prize (each a "Potential Winner") in accordance with these Official Rules. The Potential Winner will be selected by random drawing from all eligible entries received by the Sponsor during the Raffle Entry Period. The Potential Winner will be notified by email and/or by telephone shortly after the Drawing Date, using the email address or telephone number provided with the selected entry, and will be conditionally awarded the Raffle Grand Prize subject to verification of eligibility and compliance with the terms and conditions of these Official Rules. If a Potential Winner does not respond within two (2) weeks after the first notification attempt, or if the prize notification is returned as undeliverable, or if the Potential Winner fails to provide the necessary information to confirm the Potential Winner's identity and eligibility to receive the Raffle Grand Prize, such Potential Winner may be disqualified and the Sponsor may, in its sole discretion, select an alternate Potential Winner to be selected by a random drawing from among the remaining eligible entries. The notification will include instructions on how to contact the Sponsor to provide the name, address, and other information that may be required to complete validation of eligibility and delivery of the Raffle Grand Prize. The winner has 6 months to claim their prize, but we must connect within two weeks to confirm identity. No liability is assumed for any winner notification that is lost, intercepted, or not received by a Potential Winner for any reason. In the event that a Potential Winner is disqualified for any reason, the Sponsor may, in its sole discretion, award the Raffle Grand Prize to an alternate Potential Winner who will be selected by a random drawing from among the remaining eligible entries. The selected Potential Winner must execute all consents as provided by applicable law.

VERIFICATION OF POTENTIAL WINNER: Each Potential Winner is subject to verification by the Sponsor. The sponsor's decisions are final and binding in all matter relating to the administration, operation, selection of the Potential Winner, and all other matters related to the Raffle. An entrant is not a winner of any prize unless and until the entrant's eligibility and compliance with these Official Rules has been verified by the Sponsor, in its sole discretion, and the entrant has been notified that verification is complete. In the event that (a) Potential

Winner cannot be reached within two (2) weeks of an initial notification from Sponsor, or for whatever reason after a reasonable effort has been exerted, or the Potential Winner notification or Affidavit is returned as unclaimed or undeliverable; (b) Potential Winner declines or cannot accept, receive or use the Raffle Grand Prize for any reason; (c) Potential Winner is found to be ineligible to enter the Raffle or receive the Raffle Grand Prize; (d) Potential Winner did not, cannot or does not comply with these Official Rules; or (e) Potential Winner fails to fulfill the Affidavit-related obligations, then the Potential Winner shall be disqualified from the Raffle and an alternate Potential Winner may be randomly selected, at Sponsor's sole discretion, from among the remaining eligible entries received. Sponsor reserves the right to modify the notification and Affidavit procedures in connection with the selection of an alternate Potential Winner, if any. A Potential Winner will be declared the Raffle Winner when all of the conditions of these Official Rules are fulfilled to the satisfaction of Sponsor, in its sole discretion.

RELEASE OF LIABILITY: By participating in the Raffle, each entrant agrees to the full extent allowed by applicable law to: (a) comply with and be bound by these Official Rules and the decisions of Sponsor, which are binding and final in all matters relating to this Raffle; (b) defend, indemnify, release and hold harmless the Sponsor, and their respective parent, subsidiary, and affiliates and affiliated companies, service providers, celebrities, celebrities' team/employer, partners and any other person and organization responsible for sponsoring, fulfilling, administering, advertising or promoting the Raffle, and all of their respective past and present officers, directors, employees, agents, attorneys and representatives, and their successors and assigns (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy, defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Raffle, travel, lodging, acceptance, possession, attendance at, defect in, delivery of, inability to use, use or misuse of any Prize, or any portion thereof (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry. Released Parties are not responsible if the Prize, or any portion thereof, is delayed, postponed or cancelled for any reason, in which event that portion of the prize is forfeited in its entirety and no substitution will be provided except at the Sponsor's sole discretion. The Raffle Winner acknowledges that all prizes are awarded "as-is" and the Sponsor expressly disclaims any warranties, express or implied, including but not limited to the warranties of merchantability and fitness for a particular purpose, relating to the Prize in any way.

PUBLICITY RELEASE: Except where prohibited or restricted by law, Winner's acceptance of, and where applicable, Guest's participation in, the Prize, or any portion thereof, constitutes the Winner's and Guest's agreement, permission and consent for Sponsor and any of their designees to use and/or publish the Winner's and/or Guest's full name, city and province or

territory of residence, photographs or other likenesses, pictures, portraits, video (including video entry if applicable), voice, testimonials, and/or statements made by the Winner and/or guest regarding the Raffle or otherwise, worldwide and in perpetuity for any and all purposes, including, but not limited to, advertising, publicity, trade and/or promotion on behalf of Sponsor, in any and all forms of media, now known or hereafter devised, including, but not limited to, print, TV, radio, electronic, cable, or World Wide Web, without further limitation, restriction, compensation, notice, review, or approval. Raffle Winner is solely responsible for acquiring guest's agreement and consent for all required documents, and failure to do so will disqualify guest from participating in any portion of the Raffle Grand Prize.

PRIVACY: In order to participate in the Raffle, entrants will be required to supply certain information about themselves on the Raffle Website entry pages. Sponsor has specified on the Raffle Ticket which information is mandatory in order to participate in the Raffle. This information will be used by Sponsor for the purposes of administering the Raffle, and may be shared with their respective affiliates, subsidiaries, advertising, promotion and fulfillment agencies, legal advisors, and service providers. The personal information will be collected, processed, and used in accordance with the privacy policy found at <https://secondharvest.ca/privacy-policy/>.

GENERAL CONDITIONS: The Released Parties shall not have any obligation or responsibility, including any responsibility to award any prize to entrants, with regard to: (a) entries that contain inaccurate information and/or do not comply with and/or violate these Official Rules; (b) entries, prize claims and/or notifications that are lost, late, incomplete, illegible, unintelligible, damaged and/or otherwise not received by the intended recipient, in whole or in part, due to computer, human and/or technical error of any kind; (c) entrants who have committed fraud and/or deception in entering and/or participating in the Raffle and/or claiming any prize; (d) telephone, electronic, hardware, software, network, Internet and/or computer malfunctions, failures and/or difficulties; (e) any inability of a winner to accept a prize for any reason; (f) if a prize cannot be awarded due to delays and/or interruptions due to Acts of God, natural disasters, terrorism, weather and/or any other similar event beyond Sponsor's reasonable control; or (g) any damages, injuries and/or losses of any kind caused by and/or resulting from awarding, acceptance, possession, use, misuse, loss and/or misdirection of any prize and/or resulting from participating in this Raffle and/or any promotion and/or prize related activities. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be (x) tampering with the entry process and/or the operation of the Raffle, the Raffle Website, and/or with any website promoting the Raffle; (y) acting in violation of these Official Rules; or (z) entering and/or attempting to enter the Raffle multiple times in violation of these Official Rules and/or the use of any robotic and/or automated devices to submit entries.

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WINNERS LIST:

For the name (first name and last initial) of each Prize Winner, please visit therescueparty.ca after the Grand Prize Draw Date, or send a self-addressed, stamped envelope to "Second Harvest The Rescue Party Raffle", c/o Second Harvest at 120 The East Mall, Etobicoke, ON M8Z 5X9. Winner requests must be received no later than 6 months after Grand Prize Draw Date.

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