

# CONTEST RULES

***THIS CONTEST IS OPEN TO CANADIAN RESIDENTS ONLY  
AND IS GOVERNED BY THE CANADIAN LAW.***

## MONTHLY, QUARTERLY, AND AD HOC CONTESTS

### Highlights

#### *Eligibility*

Contest open for Registered Baby Brands Gift Club Members who have completed all requirements in full. Contests open to Canadian Residents Only.

#### *Contest Dates*

To be announced with each contest.

#### *Entry Requirements*

There is no cost to register however all requirements of the specific mode of registration must be completed in full to be eligible.

#### *Prizes*

Each contest and the prize will be fully described when the contest is announced. If Sponsors or Partners provided items this will be acknowledged in the description of the contests.

#### *Winner Selection*

Winner will be selected by a random numerical selection from all completed and eligible entries.

#### *Notification*

Winner to be notified by phone. Below described attempts will be made to notify a winner prior to drawing a subsequent winner.

#### *Publicity*

Contest Winners grant permission to Baby Brands International Inc. / Baby Brands Gift Club to use winner's image, photos, video and text in any and all marketing venues.

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

**1. Eligibility:** "A BBGC/PBGC Specific" Contest/Giveaway/Draw (the "Contest") is open only to those who are eligible registered members of the Baby Brands Gift Club who provide/keep their information up-to-date in membership database for eligibility and who sign up at this online contest page and who collect the Entry to the individual Contest by completing all announced contest specific entry requirements in full and who are at least 18+ years old at the time of entry and who are legal residents of Canada and is void where prohibited by law. The Contest is only open to legal residents of Canada who reside in any province or territory within Canada and is void where prohibited by law. Employees of BABY BRANDS INTERNATIONAL INC (the "Sponsor") their respective affiliates, subsidiaries, advertising and promotion agencies, suppliers and their immediate family members and/or those living in the same household of each are not eligible to participate in the Contest.

**2. Agreement to Rules:** By participating, you agree to be fully unconditionally bound by these Rules, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of The Sponsor, as final and binding as it relates to the content. The Contest is subject to all applicable federal, provincial and municipal laws and regulations. Void where prohibited.

**3. Contest Period:** Contest Dates to be announced with each contest.

Entries will be accepted online starting on the announced start date 12:00:00AM EST and ending on the announced end date 11:59:59PM EST (the "Contest Period"). All online entries must be received by the declared Eastern Standard Time zone Time. Contest Sponsors reserve their right (subject only to the consent of the Régie des alcools, des courses et des jeux, if necessary) to cancel, terminate, modify, amend, extend or suspend the Contest, and select a winner from previously received applicable eligible Entries.

**4. How to Enter:** Entry Requirements. There is no cost to register however all requirements of the specific mode of registration must be completed in full to be eligible.

Online Entry and Registration: To enter the Contest and be eligible to win The Prize the contestant must be a registered member of Baby Brands Gift Club with up-to-date information and sign up for individual contests/campaigns as announced by email to members or on the social media or announced on the website at <https://babybrandsgiftclub.ca> and <https://bbgiftclub.ca> domains and as per the specific contest specific rules/offers that are included in individual "Contest Rules" as outlined in the details of each offer.

Some of the active campaigns can also be found online at:

<https://bbgiftclub.ca>

Entries that are not complete or do not adhere to the rules or specifications may be disqualified at the sole discretion of the Sponsor. You may enter only once and you must fulfill the eligible membership requirements with up-to-date information as requested. You may NOT enter more times than indicated by using multiple e-mail addresses, identities or devices in an attempt to circumvent the rules. If you use fraudulent methods or otherwise attempt to circumvent the rules your submission may be removed from eligibility at the sole discretion of the Sponsor. 1 (one) Entry for each family registered with a valid address, telephone number, email and child information for the entire Contest Entry Period.

A contestant may earn additional entries by completing additional offers as stated in individual contest's specific details, but each contestant may only earn the number of entries per offer only after the required actions are completed.

Incomplete information in member accounts, accounts with false information or accounts not verified by email will be deemed as invalid and will be disqualified. Only fully completed accounts validated by email received and verified by during the Contest Period will be accepted for entry into this Contest. Once the offer is created, the contestant will then obtain one entry to be a Prize Winner and will be registered with the Contest for the duration of the contest unless the entrant cancels the entry request.

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) obtain more than one (1) Entry; and/or (ii) use multiple names, multiple identities, multiple email addresses, and/or any automated, macro, script, robotic or other system(s) or program(s) and/or any other means not in keeping with the Sponsor's interpretation of the letter and/or spirit of these Rules to enter or otherwise participate in or to disrupt this Contest; then she/he may be disqualified from the Contest in the sole and absolute discretion of the Sponsor. Your Entry may be rejected if (in the sole and absolute discretion of the Sponsor) the Entry Form is not fully completed with all required information for the individual contests and submitted and received in accordance with these Rules during the Contest Period.

A contestant may earn additional entries into each monthly draw by completing additional offers, but each contestant may only earn one entry per offer completed. Each entry earned will be valid for every monthly draw held following the awarding of that entry.

**Method Two – Mail In Entry - No Purchase Necessary:** If a contestant does not wish to enter online, the contestant may: print his/her first name, last name, email address, telephone number, complete mailing address (including postal code), number of children with birth dates of children and signature on the Baby Brands Gift Club Contest Entry form and mail it (or in an envelope with sufficient postage), to the Sponsor, at: Contest Administrator, Baby Brands Gift Club, 2455 Cawthra Rd., Unit 28, Mississauga, ON L5A 3P1, Attn: Contest "description". Upon receipt and verification of a contestant's complete entry request in accordance with these Rules, the contestant will receive one entry into the Contest. To be eligible, all mail-in entry requests must be received at the above address during the Contest Period within the business hours on the last date of entry. If the registration is sent in a separate envelope, only one entry bearing sufficient postage (i.e. mass mail-in of entry requests in the same envelope will be void). The Sponsor will not be responsible or liable for any lost, stolen, delayed, illegible, damaged, misdirected, insufficient postage, late or destroyed mail-in Contest entry requests.

In case of registration entries received by mail in, entrants information will be entered into the online database by the Sponsor and the Sponsor assumes no liability for the accuracy of such entered data.

**5. Prizes:** Each contest and the prize will be fully described when the contest is announced. In case if 3rd party Sponsors or Partners provide the prize, this will be acknowledged in the description of the contest.

Estimated retail value of each prize is in Canadian Dollars. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by the Sponsor. No cash or other prize substitution permitted except at Sponsor's discretion. The prize is non-transferable. Any and all prize related expenses, including without limitation any and all federal, provincial/ territorial and/or local taxes shall be the sole responsibility of the winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by the winner is permitted. Acceptance of prize constitutes permission for The Sponsor to use winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

Retail value of prizes is listed in the contest text.

Images included in the giveaway post may not depict the exact prize, and are for illustrative purposes only.

**6. Odds:** The odds of winning depend on the number of eligible Entries received in accordance with these Rules during the Contest Period.

**7. Winner Selection and Notification:** On the fifteenth (15th) work day from the last date of entry or on the announced draw date (the "Draw Date") in Mississauga, Ontario at approximately 12 p.m. EST, one (1) eligible entrant will be selected for the Prize by random draw from among all eligible Entries received in accordance with these Rules during the Contest Period. If the last entry date falls on a non-business day, the draw will be conducted on the fifteenth work day after the first business day

following the last entry date. The odds of winning depend on the number of eligible Entries received in accordance with these Rules during the Contest Period.

Notification: Winner to be notified by phone. Following attempts will be made to notify a winner prior to drawing a subsequent winner.

The Sponsor or its designated representative will make five (5) attempts to contact the selected entrant by telephone (using the information provided at the time of entry) within seven (7) business days of the Draw Date. If the selected entrant cannot be contacted within five (5) attempts or ten (10) business days of the Draw Date (whichever occurs first), or there is a return of any notification as undeliverable; then that selected entrant will be disqualified and the Sponsor reserves the right, in its sole discretion, to randomly select an alternate eligible entrant from among the remaining eligible Entries. The Sponsor shall have no liability for the potential winner's failure to receive notices due to selected entrants' spam, junk e-mail settings or "other" inbox or other security settings or for winners' provision of incorrect or otherwise non-functioning contact information. Residents of Canada are required to enter a skill-testing question to claim their prize.

NO ONE IS A WINNER UNLESS AND UNTIL THE SPONSOR OFFICIALLY CONFIRMS HER/HIM AS A WINNER IN ACCORDANCE WITH THESE RULES. BEFORE BEING DECLARED A CONFIRMED PRIZE WINNER, the selected entrant will be required to: (a) correctly answer a mathematical skill-testing question administered by phone, 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); (b) supply proof of age and residency by providing a photocopy of one (1) piece of Canadian issued Government photo identification (including date of birth); and (c) sign and return within ten (10) 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 Contest Parties 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, his/her participation therein and/or the awarding and use/misuse of the Prize or any portion thereof; and (iv) 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 any manner whatsoever, including print, broadcast or the internet. If the selected entrant: (a) fails to correctly answer the skill-testing question; (b) fails to return the properly executed Contest documents within the specified time; and/or (c) cannot accept (or is unwilling to accept) the Prize (as awarded) for any reason; and/or (d) is determined to be in violation of these Rules (all as determined by the Sponsor in its sole and absolute discretion); then she/he will be disqualified (and will forfeit all rights to the Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate eligible entrant from among the remaining eligible Entries received in accordance with these Rules during the Contest Period (in which case the foregoing provisions of this section shall apply to such new selected entrant).

The receipt by winner of the prize offered in this Contest is conditioned upon compliance with any and all federal, provincial and municipal laws and regulations. This Contest is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Contest 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. ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER (AT SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER OF THE CONTEST AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

**8. Prize Delivery:** The Sponsor or its representatives will send the prize(s) to the confirmed Prize winner by email notification and/or at his/her registered address. Please allow six (6) to eight (8) weeks for delivery of same.

**9. Rights Granted by you:** PUBLICITY: Contest Winners grant permission to Baby Brands Gift Club to use winner's image, photos, video and text in any and all marketing venues.

By entering this content you understand that Baby Brands International Inc., anyone acting on behalf of Baby Brands International Inc., or its respective licensees, successors and assigns will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the World, your entry, including, without limitation, the entry and winner's name, portrait, picture, voice, likeness, image or statements about the Contest, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation. Administrators and sponsors reserve the right to publish winner's first name and last initial.

**10. Terms:** The Sponsor reserves the right, subject only to the approval of the Régie des alcools, des courses et des jeux (the "Régie") in Quebec if necessary, to withdraw, amend or suspend this Contest (or to amend these Rules) in any way, in the event of an error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure or any other cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules.

The Sponsor has the right, in its sole discretion, to maintain the integrity of the Contest, to void votes for any reason, including, but not limited to; multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Contest rules; or the use of bots, macros or scripts or other technical means for entering. The Sponsor may select the recipients from all eligible entries received prior to and/or after (if appropriate) the action taken by The Sponsor reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Contest or website or violates these Terms & Conditions.

Any attempt to undermine the legitimate operation of this Contest in any way (as determined by Sponsor in its sole and absolute discretion) or any attempt by an entrant to deliberately damage any web site or undermine the legitimate operation of the Contest may be a violation of criminal and civil laws and 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.

By entering this Contest, each entrant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted for the purpose of administering the Contest and in accordance with Sponsor's privacy policy, read Privacy Policy for complete details.

This 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.

The Sponsor reserves the right, subject only to the approval of the Régie in Quebec if necessary, 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 by any entrant, Entry 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.

**11. Limitation of Liability:** By entering you agree to release and hold harmless Baby Brands International Inc., Baby Brands Gift Club and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (i) such entrant's participation in the Contest and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error which may occur in the administration of the Promotion or the processing of entries. THE PRIZE AND THE ACCEPTANCE, USE OR MISUSE OF ANY PRIZE THAT MAY BE WON: SPONSOR AND ITS PARENT, AFFILIATE AND SUBSIDIARY COMPANIES DO NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE PRIZE. SPONSOR AND ITS PARENT, AFFILIATE AND SUBSIDIARY COMPANIES, SUBSIDIARIES, AFFILIATES, ADVERTISING AND PROMOTIONAL AGENCIES, AND ALL THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS DISCLAIM ANY LIABILITY FOR DAMAGE TO ANY COMPUTER SYSTEM RESULTING FROM ACCESS TO OR THE DOWNLOAD OF INFORMATION OR MATERIALS CONNECTED WITH THE CONTESTS/SWEEPSTAKES

**12. Disputes:** THIS CONTEST IS GOVERNED BY THE LAWS OF CANADA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Contest, participant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Contest, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Toronto, Ontario having jurisdiction. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Contest), and participant further waives all rights to have damages multiplied or increased.

**13. Privacy Policy:** Information submitted with an entry is subject to the Privacy Policy stated on the Baby Brands Gift Club Web Sites. Read the Privacy Policy

**14. Winners List:** To obtain a copy of names of the winners, please contact us by email and in the body of the email type 'Please e-mail me the winners' list for the BABY BRANDS INTERNATIONAL INC "name of the contest" Contest. Or, mail your request along with a stamped, self-addressed envelope to: Baby Brands Gift Club, 2455 Cawthra Rd., Unit 28, Mississauga, ON L5A 3P1. Requests must be received no later than 6 months after the draw date.

**15. Sponsor:** The Sponsor of the Contest is Baby Brands International Inc., the parent company of Baby Brands Gift Club, 2455 Cawthra Rd., Unit 28, Mississauga, ON L5A 3P1.

Contact information for sponsor(s), if applicable, can be found in the contest text via website links.

This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter, Youtube, Pinterest, LinkedIn or Google. You understand that you are providing your information to the owner of this Contest and not to Facebook, Twitter, Youtube, Pinterest, LinkedIn or Google.

**FOR RESIDENTS OF QUEBEC:** Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux 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.

Please contact [customer\\_service@babybrandsgiftclub.ca](mailto:customer_service@babybrandsgiftclub.ca) for any questions  
[customer\\_service@babybrandsgiftclub.ca](mailto:customer_service@babybrandsgiftclub.ca)

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