



## RT Foundation | Rules & Regulations ("Rules")

**Rootree Inc.**  
**1-5295 John Lucas Dr. Burlington, ON L7L 6A8**  
Rootree Foundation Award

### **NO PURCHASE NECESSARY TO ENTER OR WIN**

#### **1. Contest Period**

The Rootree Foundation Award (the "**Contest**") commences at 12:00:01 a.m. Eastern Time ("ET") on October 18<sup>th</sup>, 2021 and ends at 11:59:59 p.m. ET on November 14<sup>th</sup>, 2021 (the "**Contest Period**").

The Contest is sponsored and administered by **Rootree Inc.** The Prize Provider ("**Prize Provider**") is Rootree Inc. Rootree Inc. shall be solely responsible for the delivery of the Prize (described in **The Prize** below) to the confirmed winner. Rootree Inc.'s computer is the official clock of the Contest. Any Entries received after the end of the Contest Period shall be void.

#### **2. Eligibility**

##### **a. Qualifying Business Eligibility:**

The Contest is open to eligible businesses that: (i) are a corporation, partnership or sole proprietorship in Canada or the United States of America; (ii) have their head office or principal place of business located in Canada or the United States of America; and (iii) are not involved in the cannabis and pharmaceutical industries (a "Qualifying Business").

Any and all actions contemplated in these Rules on behalf of a Qualifying Business must be completed by an authorized representative of the Qualifying Business (each a "Representative") who: (a) is a resident of Canada or the United States of America; (b) has reached the legal age of majority in their jurisdiction of residence; (c) resides in Canada or the United States of America during the Contest Period and at the time of prize fulfillment; (d) has authority and permission from the Qualifying Business to participate in the Contest on behalf of the Qualifying Business; (e) has the authority to legally bind the Qualifying Business – including, without limitation, to these Rules and to any other required documentation as contemplated in these Rules; and (f) is not an employee, officer, director, representative, or agent [or any of their immediate family members (spouse, parent, siblings and children)] of: Rootree Inc., Rejuvenating Spring Inc., or any of their respective parent companies, advertising and promotional agencies, subsidiaries or affiliates.

Any Representative who enters the Contest on behalf of a Qualifying Business is responsible for determining whether any policies of that Qualifying Business prohibit the business from entering the Contest.



Rootree Inc. reserves the right, in its sole and absolute discretion at any time, to disqualify any Qualifying Business if Rootree Inc. determines that allowing the Qualifying Business to participate in the Contest could bring Rootree Inc. into public disrepute or in any way impact the good standing or reputation of Rootree Inc. in the eyes of the general public.

**b. Tagging Participant Eligibility:**

Participation in the tagging portion of the Contest (as more fully outlined in these Rules) is open to individual participants (each, a "Participant") who: (a) are a resident of Canada or the United States of America; (b) have reached the legal age of majority in their jurisdiction of residence; (c) reside in Canada or the United States of America during the Contest Period and at the time of prize fulfillment; and (d) are not an employee, officer, director, representative, or agent [or any of their immediate family members (spouse, parent, siblings and children)] of: Rootree Inc., Rejuvenating Spring Inc., or any of their respective parent companies, advertising and promotional agencies, subsidiaries or affiliates.

**3. Regions**

For the purposes of this Contest, there will be two (2) Regions (each, a "Region") as follows:

- **Region One:** Quebec Only
- **Region Two:** Canada (excluding Quebec) and the United States of America

**4. The Prizes**

There will be a total of four (4) prizes (each, a "Prize") available to be won as follows:

**a. Qualifying Business Prizes:**

There will be two (2) Prizes available for Qualifying Businesses. There will be one (1) Prize for a Qualifying Business in Region One, as well as one (1) Prize for a Qualifying Business in Region Two. Each Qualifying Business Prize consists of:

- Rootree Inc.'s "Tailored to You" design package, consisting of
  - a. Three (3) concept designs, for one (1) single SKU design
  - b. Two (2) rounds of revisions
  - c. Final print-ready files
  - d. A rendered mock-up of the final product

The design process for the Contest is anticipated to be completed by the Rootree Inc. Team December 6, 2021 - December 24, 2021, any delays as a direct result of the confirmed winner, such as delayed approval of designs, or changes to project brief or scope, will affect the production timeline for pouch production (see Section 2 below). Any additional revisions exceeding the included 21 hours of design time, will be billed at the rate of \$95 CAD/USD per hour.



- The production of 1,000 Printed Pouches. 1,000 units of any "opti size"/"core size" of stand-up pouch, quad-seal, 2-side seal, or 3-side seal, in conventional, recyclable, or compostable material. The pouches are anticipated to be printed and converted the month of January 2022. Any additional pouches requested by the confirmed winner will be formally estimated separately from the Prize by Rootree Inc.
- Product Lifestyle Photography of the completed product and design. 8-hour stylized shoot, 2 hours of post-production work.
- Three (3) consecutive months of "Light Social Media Management" - ten (10) hours per month (details at: <https://rootree.ca/pages/creative-services>).
- Written case study, written by Rootree Inc. shared on Rootree Inc.'s website and newsletter, with an estimated reach of 8,000 followers.
- Product promoted on Rootree Inc.'s social media channels and newsletter, with an estimated reach of 8,000 followers.
- A 25% discount on all custom packaging, creative services, and co-packing purchased through Rootree for the duration of 2022 (discount will be deducted before taxes).

All additional production or design elements the confirmed winner chooses to add on to the Prize will be charged at our normal rate. Please contact [hello@rootree.ca](mailto:hello@rootree.ca) for more information.

Each Qualifying Business Prize has a total approximate retail value of \$8000 CAD/\$6500 USD.

**b. Tagging Prizes:**

There will be two (2) Prizes available for Participants. There will be one (1) Prize for a Participant in Region One, as well as one (1) Prize for a Participant in Region Two. Each Tagging Prize consists of the confirmed winner's choice of: (i) a Product Lifestyle Photography shoot; OR (ii) a \$150 CAD/USD gift card to a local restaurant (as selected by the confirmed winner - subject to availability).

**5. How to Enter**

**a. Qualifying Business Entry:**

To enter, the Representative of a Qualifying Business must fully complete and submit the application form on [www.rootree.ca/foundation](http://www.rootree.ca/foundation) OR email the completed PDF application form to [hello@rootree.ca](mailto:hello@rootree.ca) during the Contest Period. Only one entry per Qualifying Business will be counted.



**b. Tagging Entry:**

To earn one (1) Tagging Entry (a "Tagging Entry"), a Participant must: (i) tag a Qualifying Business on a Rootree Inc. Contest post using their social media account; or (ii) fully complete and submit the entry form on [www.rootree.ca/foundation](http://www.rootree.ca/foundation).

There is no limit to the number of Tagging Entries per person - but a Participant cannot earn more than one (1) Tagging Entry in relation to the same Qualifying Business.

Participants are solely responsible for their social media posts. By participating in the Contest, each Participant hereby warrants and represents that any materials they post:

- are original to them and that the Participant has obtained all necessary rights in and to the materials for the purposes of posting such materials in relation to the Contest;
- do not violate any law, statute, ordinance or regulation;
- do 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;
- 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
- are not defamatory, trade libelous, pornographic or obscene, and further that such materials 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 Rootree Inc.); content 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 Rootree Inc.; any identifiable third party products, trade-marks, brands and/or logos, other than those of Rootree Inc. (e.g. any clothing worn and/or products appearing in your materials must not contain any visible logos, trade-marks or other third party materials unless the appropriate consents have been obtained --- note: all identifiable third party products, trade-marks, brands and/or logos for which consent has not been obtained by the entrant must be blurred out so as to be unrecognizable); 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 Rootree Inc. in its sole and absolute discretion.

Rootree Inc. and/or its promotional agency or designated content moderator (the "Reviewer") reserves the right to screen all materials posted by Participants. Any 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 attempt to remove any materials (or any part thereof) and/or to request a Participant to modify, edit and/or re-submit their materials (or any part thereof) in order to help ensure that the 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 Rootree Inc. reserves the right, in its sole discretion, to take whatever action it deems necessary based on the circumstances – including, without limitation, disqualifying the materials (and therefore the corresponding Tagging Entry and/or the associated Participant) – to help ensure that the Contest is being conducted in accordance with Rootree Inc.’s interpretation of the letter and spirit of these Rules.

The Contest is in no way sponsored, endorsed or administered by, or associated with any social medial platform (each, a “Social Platform”). Each Social Platform is hereby completely released of all liability by each Participant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to Rootree Inc. and not to a Social Platform. You may only use one (1) account from a Social Platform to participate in this Contest. Use of multiple accounts from the same Social Platform is not permitted. To be eligible to earn any Tagging Entries in this Contest, your applicable account settings must be set to allow Rootree Inc. to be able to view your posted materials.

## **6. Prize Selection**

### **a. Qualifying Business:**

All eligible applications in each Region will be reviewed by the Rootree Inc. Marketing Team, department Directors, and CEO (the “Prize Selectors”) between November 15<sup>th</sup>, 2021 and November 19<sup>th</sup>, 2021. Judging will be completed on the basis of the following weighted criteria:

1. A demonstrated need of the Qualifying Business for customized packaging (60%)
2. Sustainable efforts put forward by the Qualifying Business to create a greener earth (40%)

Each entry will be given a score (the “Score”) by the Prize Selectors. Odds of being selected as the eligible winner of the Prize depend on the number and calibre of eligible entries submitted and received in accordance with these Rules in each Region. The Qualifying Business associated with the top entry based on Score (as determined by the Prize Selectors, in their sole and absolute discretion) in each Region will be selected as the eligible winner of the Prize for that Region. In the event of a tie between two or more eligible entries based on Score in a Region, the Qualifying Business associated with the eligible entry – from amongst all such eligible entries that are tied in the applicable Region – with the highest score on Criteria 1 (followed in the event of a further tie by Criteria 2) will be selected as the eligible winner of the applicable Prize. In the event of an exact tie based on criteria 1 and 2, a new panel of judges will be appointed by Rootree Inc. to break the tie in accordance with the preceding procedure.



The Representative of a Qualifying Business that is eligible to win a Prize will be contacted by Rootree Inc. by e-mail or telephone on November 22, 2021. In the event that the Representative cannot be contacted by e-mail or telephone after two (2) attempts within one (1) business day of the Prize Selection, Rootree Inc. reserves the right to disqualify the Qualifying Business and such Qualifying Business will be deemed to have forfeited its entitlement to receive the applicable Prize, at which time an alternate Qualifying Business for the applicable Region(s) may be selected by Rootree Inc. from among the remaining eligible entries in the same manner as described above. Rootree Inc. shall not be responsible for any failed attempts to contact a Representative. The Prize must be accepted as awarded.

**FOR CANADIAN QUALIFYING BUSINESSES ONLY:** In order to be declared the winner, the Representative of the Qualifying Business that is eligible to win the Prize must first correctly answer a time-limited, multi-step mathematical skill-testing question without human, electronic, mechanical or other assistance administered by the Rootree Inc. before being awarded the Prize.

If the Representative of a Qualifying Business that is eligible to win a Prize: (a) fails to correctly answer the skill-testing question (applicable to Qualifying Businesses from Canada only); (b) cannot accept (or is unwilling to accept) the applicable Prize (as awarded) for any reason; and/or (c) is determined to be in violation of these Rules (all as determined by Rootree Inc. in its sole and absolute discretion); then the Qualifying Business will be disqualified (and will forfeit all rights to the applicable Prize) and Rootree Inc. reserves the right, in its sole and absolute discretion and time permitting, to select an alternate Qualifying Business from among the remaining eligible entries in the applicable Region(s) in the same manner as described above.

**b. Tagging Participant:**

On November 15, 2021 in Toronto, ON at approximately 3:00 p.m. ET, one (1) eligible entrant per Region will be selected by random draw from among all eligible Tagging Entries submitted and received in accordance with these Rules in each Region. The odds of winning depend on the number of eligible Tagging Entries submitted and received in accordance with these Rules in each Region.

Each Participant that is eligible to win a Prize will be contacted by Rootree Inc. by e-mail or telephone on November 16, 2021. In the event that a Participant cannot be contacted by e-mail or telephone after two (2) attempts within one (1) business day of the Prize Selection, Rootree Inc. reserves the right to disqualify the Participant and such Participant will be deemed to have forfeited their entitlement to receive the applicable Prize, at which time an alternate Participant for the applicable Region(s) may be selected by Rootree Inc. from among the remaining eligible Tagging Entries in the same manner as described above. Rootree Inc. shall not be responsible for any failed attempts to contact a Participant. The Prize must be accepted as awarded.



Any Participant from Canada who is eligible to win will be required to correctly answer a mathematical skill-testing question without mechanical or other aid (which may, in the sole and absolute discretion of Rootree Inc., be administered online, by email or other electronic means, by telephone, or in Rootree Inc.'s form of declaration and release).

If a Participant that is eligible to win a Prize: (a) fails to correctly answer the skill-testing question (applicable to Participants from Canada only); (b) cannot accept (or is unwilling to accept) the applicable Prize (as awarded) for any reason; and/or (c) is determined to be in violation of these Rules (all as determined by Rootree Inc. in its sole and absolute discretion); then the Participant will be disqualified (and will forfeit all rights to the applicable Prize) and Rootree Inc. reserves the right, in its sole and absolute discretion and time permitting, to select an alternate Participant from among the remaining eligible Tagging Entries in the applicable Region(s) in the same manner as described above.

## **7. Prize Conditions**

Certain restrictions shall apply to each Prize, which restrictions shall be determined by the Prize Provider in its sole and absolute discretion. The Prizes (and all elements thereof) may not be transferred, redeemed for cash, traded, separated, or rescheduled, except at Rootree Inc.'s sole and absolute discretion. The Prizes cannot be exchanged or replaced if lost or stolen. The winners agree to all Rootree Inc. Foundation Award terms and conditions.

Rootree Inc., Prize Provider, and their respective officers, directors, agents, representatives, employees, successors, and assigns will be released and discharged from any and all legal claims, losses, injuries, demands, damages, actions, and/or causes of actions that arise out of and/or in any way related to any Prize related to the activity, the receipt, use and/or enjoyment and/or misuse of the Prize, any Prize related activity and/or the Contest.

## **8. Prize Distribution/Presentation/Allocation**

All Participants and Representatives confirm their compliance with these Rules by participating in the Contest.

The Representative of the Qualifying Business // Participant (as applicable) that is eligible to win a Prize must also respond, confirm their mailing address, sign and return the Official Contest Declaration and Release form (the "Declaration and Release"), and any other documentation that may be reasonably required, to Rootree Inc. within two (2) days from the date of the notification attempt. After this time, it will be assumed to be invalid and a new Qualifying Business/Participant (as applicable) may, in the sole and absolute discretion of Rootree Inc. and time permitting, be selected.

The Declaration and Release cannot be amended or altered in any way and must be signed and returned by the Representative of the Qualifying Business // Participant (as applicable) that is eligible to win the Prize without any changes to its terms. Any changes to the terms of the Declaration and Release



shall result in disqualification of the Qualifying Business // Participant (as applicable), at Rootree Inc.'s sole and absolute discretion. If the Representative of the Qualifying Business // Participant (as applicable) that is eligible to win a Prize elects to amend, alter, or change any of the terms, or if they refuse to sign, or return, the Declaration and Release without any changes, alterations, or amendments, the entry of the Qualifying Business // Participant (as applicable) shall be declared void by Rootree Inc., and an alternate Qualifying Business may be selected in the same manner as described in the "Prize Selection" section above.

Except where prohibited by law, acceptance of the Prize constitutes permission to use the confirmed winner's company name, city, Province/Territory/State, and/or photograph for purposes of advertising, promotion, and publicity without compensation. The personal details, including email address, of Representatives // Participants (as applicable) will not be publicized, rented, or sold – unless explicit permission has been given by the Representative // Participants (as applicable).

Rootree Inc. reserves the right, subject only to the approval of the Régie des alcools, des courses et des jeux (the "Régie") in Quebec, to cancel or modify the Contest if fraud or technical failures compromise the integrity of the Contest as determined by Rootree Inc. in its sole and absolute discretion.

The information each Representative // Participants (as applicable) provides to Rootree Inc. will only be used for Contest administration purposes unless stated otherwise at the time of the Contest. The name of the winning Qualifying Business // Participants (as applicable) may be published on Rootree Inc.'s blog at: [Rootree.ca](http://Rootree.ca), as well as Rootree Inc.'s Newsletters, marketing materials, and social media channels.

Representatives (on behalf of themselves and their Qualifying Business) and Participants (as applicable) agree to abide by the Rules and by the decisions of Rootree Inc. whose decisions are final and binding without right of appeal. Failure to comply with the Rules may result in disqualification from the Contest. Rootree Inc. reserves the right to permanently disqualify any individual or entity if Rootree Inc. believes the individual or entity has intentionally violated the Rules and/or the decisions of Rootree Inc.

By participating in the Contest, each Representative (on behalf of themselves and their Qualifying Business) and Participant (as applicable) agrees to release and hold Rootree Inc., Prize Provider, and their respective agencies, and legal advisors, harmless from any and all losses, damages, rights, claims, and actions of any kind in connection with the Contest; or resulting from acceptance, possession, or use of the Prize in any Prize-related activity, including without limitation, personal injury, death, and property damage, and claims based on publicity rights, defamation, or invasion of privacy.

Winners assume all liability for any damages caused or claimed to be caused by participation of claiming or using the Prize, including any Prize-related activity. The winners release Rootree Inc. and Prize Provider from all liability.

Rootree Inc. is not responsible for any lost, late, stolen, illegible, incomplete, mutilated, misdirected, or postage due to rule requests or any associated information as a result of the Prize claim/s. Proof of identification and eligibility will be required before claiming the Prize. This includes Name, Residential Address and Birth date.



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

The decisions of Rootree Inc. will be final, and no correspondence will be entered into except with the selected entrant.

## **9. Winner Announcement**

To obtain the name of the Contest winners, send in your request to: "Winner of the Rootree Inc. Foundation Award", c/o Rootree Inc., 1-5295 John Lucas Dr. Burlington, ON L7L 6A8 or email [hello@rootree.ca](mailto:hello@rootree.ca). Requests must be received no later than March 14, 2022 and mail requests must enclose a self-addressed stamped envelope. Any requests after this date will not be processed.

## **10. Tax Information**

Liability for any applicable taxes (including income and withholding tax) imposed by any government, if any, on any Prize won is the sole responsibility of the winner of such Prize. If winning Qualifying Business has its head office or principal place in the United States it may be required to complete and return an IRS W-9 form (i.e. Request for Taxpayer Identification Number and Certification).

## **11. Jurisdiction**

ROOTREE INC. AND PRIZE PROVIDER MAKE NO WARRANTIES, EXPRESSED OR IMPLIED, REGARDING ANY PORTION OF THE PRIZE OR PRIZE-RELATED ACTIVITY. To the fullest extent permitted by applicable law, the interpretation of these Terms and Conditions shall be governed by the laws of Ontario, Canada. Any and all disputes will be resolved individually, and without resort to class action, in the appropriate courts in the Province of Ontario exclusively, and subject to the Province of Ontario. Should there be a conflict between the laws of the Province of Ontario and any other laws, the conflict will be resolved in favour of the laws of the Province of Ontario. All Provincial, Territorial, State, Federal and local law and regulations apply. Void in Quebec, and where prohibited or restricted by law. Such claims shall be resolved individually, without resort to any form of class action, and all such claims shall be limited to actual out-of-pocket costs incurred, but in no event to include attorneys' fees.

For Residents of Quebec Only: 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.

Rootree Inc. owns all rights in its names, trademarks, trade names, logos, slogans, and titles, which may be used in association with this Contest under license.