

## OLD DUTCH OWALA WATER BOTTLE CONTEST

### OFFICIAL RULES

(the “Rules”)

#### 1. ELIGIBILITY:

The “Old Dutch Owala Water Bottle Contest” is open only to legal residents of Canada, except residents of Quebec, who are members of the Calgary Co-operative Association Limited (“**Calgary Co-op**”), and: (i) have reached the legal age of majority in their province or territory of residence; or (ii) are fifteen (15) years of age or older, but under the legal age of majority in their province or territory of residence (each, a “**Minor**”) and have permission from their parent or legal guardian who has agreed, on such Minor’s behalf and on their own behalf, that each of them will be bound by these Official Rules (the “**Rules**”). An individual who meets the foregoing eligibility requirements Calgary Co-op in its sole and absolute discretion) may be referred to as an “**Eligible Entrant**”. Despite the foregoing, employees, directors, officers, representatives, agents of Calgary Co-op (as well as the immediate family members, and any persons domiciled with any of the above (whether related or not)) are not eligible to enter or participate nor win the Prize (defined below) in the Old Dutch Owala Water Bottle Contest.

The Old Dutch Owala Water Bottle Contest is subject to all applicable federal, provincial, municipal, territorial, and local laws and regulations and is void where prohibited.

#### 2. OLD DUTCH CONTEST PERIOD:

The Old Dutch Owala Water Bottle Contest starts at 12:00 a.m. Mountain Time (MT) on November 1, 2024 and ends on November 29, 2024 at 11:59 pm MT (the “**Contest Period**”). For the purposes of the Old Dutch Owala Water Bottle Contest, a “day” begins at 12:00 a.m. MT and ends at 11:59 p.m. MT. Calgary Co-op’s computer is the official time-keeping device for the Old Dutch Owala Water Bottle Contest.

The Contest Period will consist of 29 days (each day, an “**Entry Period**”).

#### 3. AGREEMENT TO BE LEGALLY BOUND

By participating in the Old Dutch Owala Water Bottle Contest, each Eligible Entrant (and, if a Minor, their parent or legal guardian) agrees to be bound by: (i) these Rules; (ii) the Calgary Co-op Membership Terms and Conditions (<https://info.calgarycoop.com/calgary-co-op-membership-terms-conditions>); (iii) the Calgary Co-op Rewards Program Participant Terms and Conditions (available at: <https://info.calgarycoop.com/calgary-co-op-program-participant-terms-conditions>); (iv) the Calgary Co-op Mobile App (“**Calgary Co-op App**”) Terms and Conditions (available at: <https://info.calgarycoop.com/calgary-co-op-app-terms-conditions>); and the decisions of Calgary Co-op, which are final and binding in all matters related to the Old Dutch Owala Water Bottle Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.

#### 4. HOW TO PLAY

NO PURCHASE NECESSARY. Standard internet access fees may apply (check your carrier plan for your standard internet access fees). There are two (2) ways to participate in the Old Dutch Owala Water Bottle Contest, as follows:

- (a) **Calgary Co-op App Game Plays:** If you are an Eligible Entrant, in order to receive Game(s) (defined below) through the Calgary Co-op App, you must: (i) create an online Verified Account (as defined in the Calgary Co-op Mobile App Terms and Conditions) in accordance with, and subject to, the Calgary Co-op Mobile App Terms and Conditions and the Calgary Co-op Membership Terms

and Conditions (available at: <https://info.calgarycoop.com/calgary-co-op-membership-terms-conditions>); and (ii) download the Calgary Co-op App using a compatible mobile device.

In order to create a Verified Account and download the Calgary Co-op App, you must either purchased a Membership Share to become a member (as defined in the Calgary Co-op Bylaws, available at: <https://www.calgarycoop.com/wp-content/uploads/2023/07/2023-Bylaws-as-Amended-FINAL.pdf>) or accept an invitation from a Calgary Co-op member to be a Designated Household User (as defined in the Calgary Co-op Rewards Program Participant Terms and Conditions, available at: <https://info.calgarycoop.com/calgary-co-op-app-terms-conditions>).

During each Entry Period, each Participant Group (defined below) will have access to one Old Dutch Owala Water Bottle Contest game through the Calgary Co-op App (a **“Game”**).

Eligible Entrants must tap the ‘Play & Win’ bubble on the Calgary Co-op App to access and play Games. Once an Eligible Entrant has played a Game (each a **“Game Play”**) and correctly answered a mathematical skill-testing question (in accordance with the on-screen instructions provided), they will receive either a “CONGRATS! You’ve won an entry for a chance to win” notification message, or a “Better luck next time” notification message. If an Eligible Entrant receives a “CONGRATS! You’ve won an entry for a chance to win” notification and taps the “Submit Entry” bubble, they will be eligible to receive one (1) entry (a **“Game Entry”**) in the Old Dutch Owala Water Bottle Contest subject to the Prize Claim Conditions and these Rules.

**LIMIT:** Subject to these Rules, an Eligible Entrant who is also a Participant (as defined in the Calgary Co-op Program Participant Terms and Conditions, available at: <https://info.calgarycoop.com/calgary-co-op-app-terms-conditions>), together with any Joint Member (as defined in the Calgary Co-op Program Participant Terms and Conditions) with whom the Participant jointly holds a Calgary Co-op membership, and/or any individual whom the Participant has invited to be a Designated Household User (as defined in the Calgary Co-op Program Participant Terms and Conditions) (collectively, a **“Participant Group”**), will receive a maximum of one (1) Game Play per Entry Period, and a maximum number of 30 Game Plays in the Old Dutch Owala Water Bottle Contest.

**Written Entries:** Alternatively, if you are an Eligible Entrant, in order to enter the Old Dutch Owala Water Bottle Contest without creating a Verified Account or downloading the Calgary Co-op App, you must mail a written request to enter with the following enclosed: (i) your telephone number and email address (if any); (ii) your first and last name; (iii) your Calgary Co-op membership number (if applicable); (iv) confirmation of your age; and (v) a unique and original essay on **“Why I Want to Enter the Old Dutch Owala Water Bottle Contest”** (a **“Request”**), to the following address:

CALGARY CO-OPERATIVE ASSOCIATION LIMITED  
OLD DUTCH OWALA WATER BOTTLE CONTEST  
#110, 151 – 86 Avenue S.E.  
Calgary, AB T2H 3A5

Upon receipt of a valid Request in accordance with these Rules (as determined by Calgary Co-op in its sole and absolute discretion), you will be eligible to receive one (1) entry (an **“Mailed Entry”**) in the Old Dutch Owala Water Bottle Contest, subject to the Prize Claim Conditions and these Rules.

**LIMIT:** There is a limit of one (1) Online Entry per Eligible Entrant per Entry Period, for a total maximum number 30 Online Entries in the Old Dutch Owala Water Bottle Contest. For a particular day, a Request must be submitted no later than 11:59 MT. Requests submitted after the Contest

Period will not be considered. An Eligible Entrant who is provided access to Games through the Calgary Co-op App during the Contest Period may not submit an Online Entry during the Contest Period. Essays which are not unique and original, or which do not reflect the essay theme above are void. The Released Parties (defined below) are not responsible for any lost, stolen, misdirected, delayed, incomplete, illegible, damaged, late or destroyed Requests (all of which are void).

Each Game Entry and Online Entry are an “**Entry**” and collectively, “**Entries**”. An Entry may be rejected if, in the sole and absolute discretion of Calgary Co-op if the Entry or Entries are not conducted, submitted, and/or received in accordance with these Rules during the Contest Period, as determined by Calgary Co-op in its sole and absolute discretion. For greater certainty, any Entry that does not follow the applicable requirements as provided in these Rules (as determined by Calgary Co-op in its sole and absolute discretion) will be void.

## **5. PRIZE**

A total of seventy (70) laser-engraved 32oz Owala stainless steel water bottles (the “**Prize**”) is available to be won during the Contest Period.

\*odds of winning are influenced by the number of Entries

Old Dutch Owala Water Bottle has no cash value and is not exchangeable for cash. Old Dutch Owala Water Bottle is personal to you and cannot be assigned, exchanged, purchased, sold, traded, or given as a gift. The maximum value of Old Dutch Owala Water Bottle that can be redeemed in one transaction may be determined by Calgary Co-op in its sole and absolute discretion. For more information on Old Dutch Owala Water Bottle and how it may be redeemed, please visit the Calgary Co-op App Terms and Conditions (available at: <https://info.calgarycoop.com/calgary-co-op-app-terms-conditions>).

The Prize and its components (as applicable) must be accepted as awarded. The Prize may be different from any pictures shown in the Old Dutch Owala Water Bottle Contest’s promotional materials. The Prize has no cash equivalent unless required by law. The Prize is non-transferable and no substitution will be made except as provided herein at Calgary Co-op’s sole and absolute discretion. Calgary Co-op, in its sole discretion, reserves the right to: (i) substitute all or any portion of the Prize with another prize or portion thereof of equal or greater value; and (ii) modify the Prize the quantities of the Prize, and/or award schedule at any time during the Old Dutch Owala Water Bottle Contest. The Prize may also be subject to additional terms and conditions.

The actual value of the Prize is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the average retail value is estimated for purposes of these Rules and the date the Prize is awarded or redeemed. Winners are responsible for all taxes and fees associated with Prize receipt and/or use.

**TOTAL AVERAGE RETAIL VALUE OF THE PRIZE: \$85 each bottle**

## **6. WINNER SELECTION AND NOTIFICATION**

**Potential Winner Selection:** One (1) Random Draw (defined below) will be conducted in Calgary, Alberta from all valid Entries on Dec. 1, 2024 at 12pm MT (the “**Random Draw Date**”) to determine a potential Prize winner (the “**Potential Winner**”). A “**Random Draw**” is a draw initiated by an officer or employee of Calgary Co-op and processed by a computer program that simulates a random draw.

**Chances of Winning and Notification:** Odds of winning the Prize depend on the number of Entries received during the Contest Period. Calgary Co-op or its designated representative will contact the Potential Winner (by using the email address provided in the Online Entry or associated with the account from the Game Entry) within five (5) business days of the Random Draw Date.

In the event the Potential Winner cannot be contacted within five (5) business days of the Random Draw Date, or if there is a return of any notification as undeliverable; then the Potential Winner will be disqualified and will forfeit the Prize. Calgary Co-op reserves the right in its sole discretion, to select an alternate eligible entrant through a Random Draw from among the remaining Entries received in accordance with these Rules (as determined by Calgary Co-op at its sole discretion), in which case the foregoing provisions of this section shall apply to such newly selected Potential Winner.

## **7. PRIZE CLAIM CONDITIONS**

Receiving the Prize is contingent upon compliance with these Rules, and any Potential Winners are subject to verification by Calgary Co-op.

The Potential Winner will be required to correctly answer a time-limited, mathematical, skill testing question without any assistance in order to be eligible to receive the Prize within the time frame indicated. If the question is answered incorrectly, the Prize will be forfeited. Without limiting the generality of the foregoing, Calgary Co-op reserves the right, in its sole discretion, to administer an alternate skills testing question as it deems appropriate based on the circumstances, to address disability issues, and/or to comply with applicable law.

The Potential Winner of the Prize may also be required to do any or all of the following in order to be eligible to receive the Prize within the time frame indicated: (i) supply proof of age consisting of a legible photocopy of either a provincially issued driver's license or other government issued identification; (ii) supply proof of address consisting of a legible photocopy of either a provincially issued driver's license or other government issued identification; or (iii) supply proof that they are the Participant, Joint Member, or Designated Household User associated with the winning Calgary Co-op membership number (if applicable).

## **8. RELEASE AND LIMITATION OF LIABILITY**

By participating in the Old Dutch Owala Water Bottle Contest, each Eligible Entrant (and, if a Minor, their parent or legal guardian) agrees to release and hold harmless Calgary Co-op, its respective subsidiaries, affiliates, related entities, suppliers, distributors, advertising agencies, licensors, any party involved in operating, creating, producing or delivering the Calgary Co-op App or website, and each of their respective officers, owners, directors, shareholders, members, contractors, agents, employees, general and limited partners, successors, and assigns (collectively, the "**Released Parties**") from and against any and all losses, liability, illness, injury, claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, resulting from, arising out of, or in any way related to the Eligible Entrant's participation in the Old Dutch Owala Water Bottle Contest or receipt, possession, use or misuse of the Prize.

Without limiting the generality of the foregoing, the Released Parties shall not be liable for any: (i) any incorrect or inaccurate information, whether caused by any Eligible Entrant, printing errors, or by any of the equipment or programming associated with or utilized in the Old Dutch Owala Water Bottle Contest; (ii) technical failures of any kind, including, but not limited to malfunctions, interruptions, disconnections in phone lines or network hardware or software, inaccessibility of the Game or Calgary Co-op App in whole or in part for any reason, faulty data transmissions, or the failure of any online transmissions to be sent or received; (iii) unauthorized human intervention at any stage of the Old Dutch Owala Water Bottle Contest entry process or participation; (iv) technical or human errors which may occur in the administration of the Old Dutch Owala Water Bottle Contest; (v) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, by an entrant's participation in the Old Dutch Owala Water Bottle Contest or receipt, possession, use or misuse of the Prize; (vi) any use or unauthorized use of a Participant or Joint Member's (as defined in the Calgary Co-op Rewards Program Participant Terms and Conditions) Calgary Co-op membership or Calgary Co-op App; (vii) any use or unauthorized use of a Participant's membership number or Account (as defined in the Calgary Co-op Membership Terms and Conditions), including by a Joint Member or Designated Household User, including the redemption of the

Prize; (viii) the cancellation of the Old Dutch Owala Water Bottle Contest; and (ix) the disqualification or suspension of an entrant's participation in the Old Dutch Owala Water Bottle Contest. If for any reason an Eligible Entrant's game play or Online Entry is determined, in Calgary Co-op's sole discretion, to have been erroneously deleted, lost, or otherwise destroyed or corrupted, the Eligible Entrant's sole remedy is another game play or Online Entry, if possible. No more than the stated Prize will be awarded.

## **9. PUBLICITY**

Except where prohibited, participation in the Old Dutch Owala Water Bottle Contest constitutes each Eligible Entrant's (and, if a Minor, their parent or legal guardian) consent to Calgary Co-op's use of their name, likeness, photograph, voice, opinions and/or hometown and province for promotional purposes worldwide, in perpetuity, in any and all media, manner, and formats now known or hereafter devised, without further payment or consideration, if the Eligible Entrant wins the Prize.

## **10. PRIVACY.**

Any information collected from Eligible Entrants is subject to Calgary Co-op's Privacy Policy (available at: <https://www.calgarycoop.com/privacy-policy/>). By participating in the Old Dutch Owala Water Bottle Contest, each Eligible Entrant (and, if a Minor, their parent or legal guardian) acknowledges that they have reviewed and understand Calgary Co-op's Privacy Policy and consent to the practices described in that policy.

## **11. RIGHT TO MODIFY / SUSPEND / TERMINATE.**

Calgary Co-op reserves the right, in its sole discretion and without notice to any Eligible Entrant, to cancel, suspend, or modify the Old Dutch Owala Water Bottle Contest, or any part of it, for any reason, including without limitation in the event of any printing error, administrative error, virus, bug, unauthorized human intervention, tampering, fraud, equipment failure, security breaches or other factor which corrupts or affects the administration, security, fairness or proper functioning of the Old Dutch Owala Water Bottle Contest, or any event or cause beyond Calgary Co-op's control (e.g. events such as natural calamities, national emergencies, widespread illnesses, pandemics, declarations of war, acts of God, or acts of terrorism) which interferes with any aspect of the Games or Online Entries, including but not limited to fulfillment of the Prize.

## **12. GENERAL**

Calgary Co-op reserves the right, in its sole and absolute discretion, to disqualify from this Old Dutch Owala Water Bottle Contest any person that Calgary Co-op reasonably believes has tampered with or attempted to tamper with the entry process or the operation of the Old Dutch Owala Water Bottle Contest or the Calgary Co-op App, or who does not comply with these Rules or the Calgary Co-op Rewards Program Terms and Conditions, or acts in a manner that goes against the spirit of the Old Dutch Owala Water Bottle Contest or with the intent to disturb, insult, threaten, intimidate or harass any other person.

ANY ATTEMPT BY AN ENTRANT OR ANY OTHER PERSON TO DELIBERATELY DAMAGE THE OLD DUTCH OWALA WATER BOTTLE CONTEST PLATFORM/APPLICATION/WEBSITE (OR A WEBSITE LINKED THERETO) OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE OLD DUTCH OWALA WATER BOTTLE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND, SHOULD SUCH AN ATTEMPT BE MADE, CALGARY CO-OP RESERVES THE RIGHT TO SEEK DAMAGES FROM SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

To the maximum extent permitted by applicable law, each Eligible Entrant agrees to defend, indemnify, and hold harmless Calgary Co-op and the Released Parties from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable legal fees) arising out of or relating to the Eligible Entrant's breach of these Rules.

Any waiver by Calgary Co-op of the strict observance, performance or compliance of any portion of these Rules and any extension of time or other indulgence granted by Calgary Co-op, either expressly or by

course of conduct, shall not alter, affect or prejudice any of Calgary Co-op's rights or remedies and shall be effective only in the specific instance and for the purpose for which it was given and shall be deemed not to be a waiver of any of Calgary Co-op's rights and remedies arising in respect of any other breach of these Rules.

No delay or omission by Calgary Co-op in exercising any right or remedy hereunder shall operate as a waiver of that or any other right or remedy.

Words in the singular form shall be construed to include the plural and vice versa, unless the context otherwise requires, and the word "including" means "including but not limited to".

Each of the provisions contained in these Rules is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction will not affect the validity or enforceability of any other provision of these Rules.

### **13. DISPUTES**

These Rules are governed by the laws of the province of Alberta and the federal laws of Canada applicable in Alberta, without reference to conflict of laws provisions, and the parties to these Rules attorn to the exclusive jurisdiction of the courts of the Province of Alberta in the judicial centre of the city of Calgary in respect of all matters arising hereunder. Calgary Co-op reserves the right to seek all remedies available at law and in equity for violations of these Rules.

Except where prohibited, each Eligible Entrant (and, if a Minor, their parent or legal guardian) agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Old Dutch Owala Water Bottle Contest or any Prize awarded shall be resolved individually, without resort to any form of class action; and (ii) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Old Dutch Owala Water Bottle Contest, but in no event lawyers' fees, and each Eligible Entrant (and, if a Minor, their parent or legal guardian) hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

### **14. CONTACT INFORMATION**

For further Old Dutch Owala Water Bottle Contest details or inquiries contact:  
[memberengagement@calgarycoop.com](mailto:memberengagement@calgarycoop.com).