

## #KateTalksRenos Twitter Party Rules

The *American Standard* #KateTalksRenos Contest (the “Contest”) begins on November 19<sup>th</sup>, 2019 at 8:00 PM Eastern Time (“ET”) and ends on November 19<sup>th</sup>, 2019 at 9:00 PM ET (the “Contest Period”).

### ELIGIBILITY:

Contest is open to all legal residents of Canada, excluding Québec, who have reached the legal age of majority in their province/territory of residence at the time of entry, except employees, representatives or agents (and those with whom such persons are domiciled or directly related) of American Standard and/or LIXIL Canada Inc. (“Prize Supplier”), and Listen to Lena Inc. (each individually and collectively, the “Contest Sponsor”), their parent companies, subsidiaries, affiliates, advertising/promotion agencies and any entity involved in the development, production, implementation, administration or fulfillment of the Contest (collectively, the “Contest Parties”). “Directly related” shall mean father, mother, brother, sister, children, wife, husband or common law partner of such employee, representative or agent of a Contest Party.

### HOW TO ENTER:

No purchase necessary.

### Completing and Submitting Your Entry

Internet access and an account with Twitter (the “Account”) are required to complete your entry into the Contest.

Visit [www.listentolena.com](http://www.listentolena.com) to review the Contest Rules. Entrants must participate in the #KateTalksRenos Twitter Party on November 19<sup>th</sup>, 2019 between 8:00 p.m. – 9:00 p.m. EST by answering questions and using the #KateTalksRenos hashtag. Each question answered during the Contest Period constitutes as an “Entry” into the Contest.

To be eligible, your Entry must be submitted and received within the Contest Period. All eligible Entries submitted and received during the Contest Period will be entered into the random prize draw.

The Contest is in no way sponsored, endorsed or administered by, or associated with Twitter AND/OR any third-party service provider, Kate Campbell, or American Standard/LIXIL Canada Inc., which is solely the Prize Supplier. You understand that you are providing your personal information to the Sponsor, Listen to Lena and Prize Supplier, and not to Twitter. The personal information you are providing will only be used and processed by the Sponsor for purposes of administering or operating this Contest and the Website. Twitter, Prize Supplier, Kate Campbell, Lena Almeida o/a Listen to Lena Inc.

AND/OR any third-party service provider is completely released of all liability by each participant in this Contest and are completely released of all liability for any damage to property as a result of the installation of prizing products upon receipt. Any questions, comments or complaints regarding the Contest must be directed to the Contest Sponsor.

Your Entry must comply with these Rules and with the Twitter AND/OR any third-party service provider terms and conditions of use, contract or other applicable guidelines (collectively, the "Third Party Terms"). Any Entry (in whole or in part) that does not follow these Rules and/or the Third-Party Terms, or that is otherwise deemed unacceptable by the Sponsor in its sole and absolute discretion, will be discarded and your Entry will be deemed ineligible. Twitter AND/OR any third-party service provider shall collectively be referred to as the "Third Party Contest Suppliers".

#### Additional Entry Requirements

Each entrant is responsible for uploading/transmitting his/her Entry. The Entry must: i) be developed by the entrant or be fully owned by the entrant; ii) be an original work; iii) not have been previously published or be the subject of an agreement with a third party; iv) not have been considered for or won previous awards; v) not infringe upon the copyrights, trademarks, rights of privacy, rights of publicity or other intellectual property or other rights of any person or entity; and vi) have been created in a legal and safe manner.

The Entry must not:

1. contain defamatory words/statements (including words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation, or socioeconomic group);
2. threaten any person, place, business, or group;
3. disparage persons or organizations associated with the Contest Parties;
4. invade privacy or other rights of any person, firm, or entity;
5. contain material that is in any way unlawful, in violation of or contrary to all applicable federal, provincial or municipal laws and regulations where the submission is created;
6. contain material that is inappropriate, indecent (including but not limited to nudity or pornography), profane, obscene, hateful, tortuous, slanderous or libelous; and
7. refer to any person or organization without their prior express written permission.

By participating in this Contest and by submitting an Entry, you hereby grant an exclusive, worldwide, perpetual, irrevocable, fully paid-up, royalty-free, fully sublicensable and transferable right and license to the Sponsor to use the Entry at their entire discretion, including without limitation the right to edit or modify the Entry for commercial or promotional purposes without any compensation whatsoever owed to you. You also waive all moral rights you may hold in or to your Entry to the extent required for the license granted hereunder.

#### Entry Limitations and Restrictions

There is a limit of submitting Entries from one (1) Twitter account per email address permitted during the Contest Period. For greater certainty, you can submit multiple entries, using one (1) Twitter account, associated with one (1) email address to enter the Contest. The sole determinant of time for the purposes of a valid Entry during the Contest Period will be the Contest's server machine(s).

#### Entry Verification and Entry Rejection

All Entries are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity of entrant and/or eligibility of its Entry, (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification) for the purposes of administering this Contest in accordance with these Rules. Failure to provide such proof to the satisfaction of the Sponsor in a timely manner may result in disqualification in the sole and absolute discretion of the Sponsor.

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) use (or attempt to use) multiple names, identities, email addresses, accounts and/or any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or disrupt this Contest;] (ii) not respect these Rules and/or (iii) behave in a manner that otherwise undermines the integrity, fairness or administration of the Contest, then he/she may be disqualified from the Contest in the sole and absolute discretion of the Sponsor.

In the event of a dispute regarding who submitted an Entry, Entries will be deemed to have been submitted by the authorized account holder of the Account and the email address submitted at the time of entry. "Authorized account holder" is defined as the person who is assigned an email address by an internet provider, online service provider, or other organization (e.g. business, educational institute, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

Your Entry may be rejected if (in the sole and absolute discretion of the Sponsor) your Entry is incomplete or is not submitted and received during the Contest Period or is

otherwise in breach with the terms and conditions set out in these Rules. The Released Parties (defined below) are not responsible for late, lost, misdirected, delayed, incomplete or incompatible Entries, all of which will be void and rejected. The Contest's Parties decision to disqualify an Entry or entrant shall be final without right of appeal.

#### PRIZES AND APPROXIMATE RETAIL VALUE:

There are three (3) prizes available to be won:

The first prize consists of one (1) The American Standard Town Square S Monoblock Bathroom Faucet, valued at up to \$505

The second prize consists of one (1) The American Standard AquaWash 2.0 Manual SpaLet Seat valued at \$549.00

The third prize consists of one (1) The American Standard Studio S Pull-Down Kitchen Faucet valued at up to \$640

Total retail value of prizing is \$1694.00 CAN (each a "Prize" and collectively, the "Prizes").

Prizes must be accepted as awarded and is not transferable, assignable or convertible to cash (except as may be specifically permitted by Sponsor in their sole and absolute discretion). No substitutions except at Sponsor's option. Sponsor reserve the right, in its sole and absolute discretion, to substitute the Prize or a component thereof with a prize of equal or greater value, including, without limitation, but at Sponsor's sole and absolute discretion, a cash award. Prizes will only be awarded to the people whose verifiable full name and valid email address appears on the Account associated with the Entry in question. All federal, local and provincial income taxes connected to the Prize are the sole responsibility of the winner. All federal local and provincial laws and regulations apply. Twitter, Prize Supplier, Kate Campbell, Lena Almeida o/a Listen to Lena Inc. AND/OR any third-party service provider is completely released of all liability for any damage to property as a result of the installation of prizing products upon receipt. Prize receipt terminates any brand warranty has no implied warranties, and will not be redeemed or exchanged for cash, check or credit. Additional terms and conditions apply. Prize Supplier expressly disclaims any responsibility or liability for injury or loss to any person or property relating to the delivery and/or subsequent use of prizes awarded. Prize Supplier makes no representation or warranties concerning the appearance, safety or performance of any prizes awarded.

#### WINNER SELECTION:

On November 19<sup>th</sup>, 2019 (the "Draw Date") at the offices of Listen to Lena, Toronto, Ontario at approximately 8:00 PM, three (3) eligible entrants will be selected by random draw from among all eligible Entries submitted and received during the Contest Period in

accordance with these Rules. The odds of winning depend on the number of eligible Entries submitted and received during the Contest Period in accordance with these Rules.

The Sponsor or a designated representative will make a minimum of one (1) attempt to contact the selected entrant via Twitter Direct Message, within seven (7) business days of the Draw Date. If the selected entrant cannot be contacted within seven (7) business days of the Draw Date, or if there is a return of any notification as undeliverable; then he/she may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the Prize) and the Sponsor reserves the right, in their sole and absolute discretion and time permitting, to randomly select an alternate eligible entrant from among the remaining eligible Entries (in which case the foregoing provisions of this section shall apply to such newly selected entrant).

Before being declared THE CONFIRMED PRIZE winner, the selected entrant will be required to confirm namely (i) compliance with these Rules; (ii) acceptance of the Prize as awarded; (iii) assignment of all of designated entrant's right and title in or to the Entrant Material and (iv) releasing the Released Parties from all liability in relation to this Contest. If the selected entrant: (a) cannot accept (or is unwilling to accept) the Prize as awarded for any reason; and/or (b) is determined to be in violation of these Rules (all as determined by the Sponsor in its sole and absolute discretion); then he/she may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the Prize) and the Sponsor reserves the right, in their sole and absolute discretion and time permitting, to randomly select an alternate eligible entrant from among the remaining eligible Entries (in which case the foregoing provisions of this section shall apply to such newly selected entrant). There is a limit of one (1) Prize per Participant and per household.

Each winner agrees to the publication, reproduction and/or other use of his/her Entry, name, address, voice, statements about the Contest and/or photograph or other likeness without further notice or additional compensation, in any publicity, advertisement or other promotional or commercial use carried out by or on behalf of the Sponsor or Prize Supplier in any media, current or existing, including print, broadcast or the internet.

#### GENERAL CONDITIONS:

All Entries become the property of the Sponsor. 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, including, without limitation, any decisions regarding the eligibility/disqualification of Entries and/or entrants. By participating in this Contest, you are agreeing to be legally bound by the terms and conditions of these Rules. ANYONE DETERMINED TO BE IN VIOLATION OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE CONTEST PARTIES AT ANY TIME.

The Contest Parties (which includes Kate Campbell and the Prize Supplier), and each of their respective officers, directors, agents, representatives, successors and assigns (collectively, the “Released Parties”) will not be liable for any loss, damages or injury, claims or fees related to or arising out of: (i) your participation in this Contest; (ii) any failure of the Website during the Contest; (iii) any technical malfunction or other problems relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iv) fraudulent calls; (v) any delay or inability to act resulting from an event or situation beyond their control, including a strike, lockout or other labour dispute; (vi) the failure of any Entry to be received, captured or recorded for any reason, including, but not limited to, technical problems or traffic congestion on the internet or at any website; (vii) any injury or damage to an entrant’s or any other person’s computer or other device related to or resulting from participating in the Contest; (viii) the award, use or misuse of any Prize or any portion thereof; (ix) Prizes that are lost, damaged or misdirected during shipping; (x) any damage to personal property as a result of the installation of prize items upon receipt; (xi) and/or (x) any combination of the above.

The Sponsor reserves the right, in their sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Rules, to the extent necessary, for purposes of verifying compliance by any entrant or Entry 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.

By entering this Contest, each entrant expressly authorizes the Sponsor, Prize Supplier and their respective agents and/or representatives, to store, share and use the personal information submitted with his/her Contest Entry for the purpose of administering the Contest including, without limitation, to communicate with the entrant for the purpose of administering the Contest, unless the entrant otherwise agrees. Personal information will be collected, used, and disclosed in accordance with LIXIL Canada Inc.’s Privacy and Security Statement, which is available at <https://www.americanstandard.ca/privacy-policy>. If there are any questions about the collection, use, disclosure or other use of personal information by American Standard of, contact American Standard of Canada Inc. by:

- Calling American Standard of Canada at 1 (800) 387-0369
- Writing American Standard of Canada at the address below (please include your e-mail address and phone number with your correspondence along with the information needed to support your request):

American Standard of Canada c/o LIXIL Canada Inc. Attention: Privacy Office, 5900 Avebury Rd, Mississauga, ON L5R 3M3

In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to: the Entry Form, Website, and/or point of sale, television, print or online advertising; the terms and conditions of the Rules shall prevail, govern and control to the fullest extent permitted by law.