

CONTEST PRIZING AGREEMENT
(the “Agreement”)

This Agreement is dated as of March28/2023 with effect as of April 3, 2023 (the “**Effective Date**”)

BY AND BETWEEN Merrett Home Hardware Building Centre
1460 Lansdowne Street West
Peterborough, ON K9J 2A2
 (“**Company**”)

AND 591987 B.C. Ltd.
25 Dockside Drive
Toronto, ON M5A 0B5
(591987 B.C. Ltd., together with its parent, affiliates, subsidiaries, related companies, successors and assigns, collectively “**Corus**”; Corus and Company, each a “**Party**” and together, the “**Parties**”)

WHEREAS Company wishes to obtain on-air or online promotion in connection with the Merrett Home Hardware® Building Centre / Kingan Home Hardware Sports Scramble contest (the “**Contest**”) to be administered and hosted by Corus;

AND WHEREAS Corus wishes to obtain prizing for the Contest;

NOW THEREFORE, in consideration of the mutual covenants below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. CONTEST:

The Contest shall run from the Effective Date to April 30, 2023 inclusive (the “**Contest Period**”).

2. TERM OF AGREEMENT:

The term of this Agreement shall commence on the Effective Date and shall continue until such date upon which the Parties have fulfilled all obligations set out herein (the “**Term**”) unless earlier terminated in writing by either Party pursuant to the terms of this Agreement.

3. PARTIES OBLIGATIONS:

(A) Obligations of Company:

- (i) Company shall provide Corus with the Contest prizes (the “**Prizes**”) which shall consist of the following:
 - a. One (1) grand prize, which shall consist of a Merrett Home Hardware / Kingan Home Hardware gift certificate valued at one thousand five hundred Canadian dollars (CDN\$1,500.00); and
 - b. Four (4) weekly prizes, each of which shall consist of a Home Hardware gift certificate valued at two hundred Canadian dollars (CDN\$200.00).

- (ii) Hosting the ballot entry box during the Contest Period at the Merrett Home Hardware located at 1460 Lansdowne Street West, Peterborough, Ontario K9J 2A2 and Kingan Home Hardware, 167 Simcoe Street Peterborough, Ontario K9H 2H6 and providing copies of the Contest Rules to entrants if requested;
 - (iii) Ensuring the safe-keeping of the ballot boxes and all ballot entries contained therein at all times, including implementing reasonable measures to protect the Entrant Information from theft;
 - (iv) Company acknowledges and agrees that it shall provide the Prizes to Corus prior to March 31, 2023;
 - (v) Company agrees that it shall collect, assemble, obtain, hold and use any entrant personal information, (the “**Entrant Information**”) including but not limited to electronic addresses, solely for the purposes identified in this Agreement and in full compliance with *Canada’s Anti-Spam Legislation* (“**CASL**”), the *Personal Information Protection and Electronic Documents Act* (“**PIPEDA**”), including all regulations enacted thereunder from time to time, and other applicable data protection and personal information protection laws (collectively the “**Privacy Laws**”). Company is prohibited from sharing and will not share, publish or sell any electronic addresses and/or e-mail lists containing electronic addresses provided by Corus or collected or obtained by Company for the purpose of this Agreement;
 - (vi) In connection with this Agreement, Company agrees to promptly notify Corus if: Company is the subject of a complaint or an investigation; it receives a notice, notification, request, demand, warrant or order relating to any alleged non-compliance with CASL; or it identifies a process relating to services provided under the Agreement that may be or is non-compliant with CASL;
 - (vii) Company agrees to maintain records of CASL compliance, including but not limited to: (i) sufficient and reliable evidence of the collection of, or other basis for, consent; (ii) the withdrawal of consent; (iii) the inclusion and proper functioning of unsubscribe mechanisms; and (iv) the inclusion of any required disclosures in communications, as applicable. Company further agrees that Corus may, at its expense and upon thirty (30) days prior written notice, appoint its own personnel or an independent third party to inspect, audit and verify that Company’s use of electronic addresses and related information complies with the terms of this Agreement and CASL;
 - (viii) Company shall provide Company Trademarks (as defined in Section 4 below) in electronic format to Corus for inclusion in the promotion of the Contest, subject to Section 4 below; and
 - (ix) Company shall provide Corus with anything reasonably required by Corus to fulfill its obligations under this Agreement.
- (B) Obligations of Corus:
- (i) Providing the ballot entry boxes to Company;

- (ii) At Corus' sole cost and expense, the production and airing of one (1) thirty second (0:30s) and one (1) fifteen second (0:15s) television advertisement (the "**Promos**") featuring Company Trademarks and promoting the Contest, to be scheduled at times and dates as determined by Corus in its sole discretion. Corus shall maintain full creative control of the Promos. The foregoing shall commence March 27, 2023 and continue until April 30, 2023;
- (iii) At Corus' cost and expense, the design, creation, hosting and maintaining of the on-line portion of the Contest at <https://globalnews.ca/peterborough/> (the "**Contest Website**") promoting the Contest. The Contest Website shall feature Company Trademarks and shall include a link to the Contest entry page. The foregoing shall commence on the Effective Date and continue until April 30, 2023;
- (iv) Corus shall be responsible for producing and delivering all promotional material incorporating the Company Trademarks to Company for prior approval on a timely basis; and
- (v) Corus shall provide Company with anything reasonably required by Company to fulfill its obligations under this Agreement.

4. **TRADEMARKS:**

For the purpose of this Agreement, Company hereby grants to Corus a limited, non-exclusive, non-transferable, royalty-free license to use certain trademarks, logos, trade-names, domain names and other similar identifying materials, as provided by Company (collectively, the "**Company Trademarks**") subject to the terms of this Agreement and solely for the duration of the Term. The license granted herein shall terminate immediately and automatically upon the expiration or termination of this Agreement.

5. **REPRESENTATIONS AND WARRANTIES:**

- (A) Each Party represents and warrants that:
 - (i) It possesses the full power and authority to enter into this Agreement and to perform its obligations hereunder;
 - (ii) It has the unencumbered right to grant to the other Party all of the rights and benefits set out herein;
 - (iii) Its execution of this Agreement and the performance of its obligations hereunder will not violate any laws or regulations, including without limitation the Privacy Laws, nor breach any provisions of the Party's incorporation documents and/or any other agreements by which such Party is bound;
 - (iv) It shall not disparage, bring into disrepute or otherwise directly or indirectly harm the reputation of: (a) the other Party, their products, or their related companies; or (b) the Contest or any element thereof;
 - (v) It shall not disclose, transfer or sell any Entrant Information to any third party nor use any Entrant Information for any purpose other than as set forth in this Agreement, without the consent of the entrant or as otherwise permitted or required

by law; and

- (vi) It will use best efforts to protect the Entrant Information from unauthorized disclosure or use, and shall install appropriate security measures to ensure such protection.

6. INDEMNIFICATION:

Each Party shall indemnify and hold harmless the other Party, its respective parent, subsidiaries, affiliates, successors, assigns, authorized agents and their respective employees, directors, officers and shareholders from and against any and all claims, demands, actions, suits, proceedings, causes of actions, judgments, damages, losses, liabilities, settlements, costs or expenses (including but not limited to reasonable lawyers' and experts' fees and disbursements) of whatsoever nature, which arise as a result of a breach of any term, condition, representation or warranty of the Agreement.

7. NOTICE TO PARTIES:

- (A) Every notice hereunder ("**Notice**") will be in writing and will be given by personal delivery, mail at the addresses provided for in this Section (or at such other address as the Party may give Notice in accordance with this Section), or by electronic mail at the email addresses provided for in this Section.
 - (i) Notices to Corus shall be addressed to the General Counsel and sent (a) if by mail, to: Corus Entertainment Inc., Corus Quay, 25 Dockside Drive, Toronto, Ontario, Canada M5A 0B5; (b) if by email, to: lawdepartment@corusent.com.
 - (ii) Notices to Company shall be sent to the address set forth on the first page hereof and with a copy to drew@homehardwarepeterborough.ca.

8. INSURANCE:

Company agrees to maintain throughout the Term and for a period of two (2) years thereafter, at its sole expense, comprehensive general liability insurance from a reputable national insurance company. Such policy shall name Corus and its parent, subsidiaries and affiliates as additional insureds. Company's policy shall provide full protection against any and all claims, demands and causes of action arising out of Company's promotional items and activities that are the subject of this Agreement. Coverage shall be a minimum of two million dollars (\$2,000,000) for each instance and two million dollars (\$2,000,000) in the aggregate. Such insurance policy shall not be terminated, canceled or materially modified by Company without at least thirty (30) days prior written notice to Corus. Upon request, within thirty (30) days of the date of this Agreement, Company shall furnish Corus with a certificate of insurance evidencing that the above policy is in full force and effect.

9. TERMINATION OF AGREEMENT:

Prior to the end of the Term, this Agreement may be terminated: (a) at any time upon the mutual agreement of the Parties; (b) upon written notice from a Party in the event the other Party has breached a material obligation, representation or warranty of the Agreement and such breach has not been cured within five (5) days of written notice of such breach; or (c) upon written notice from a Party in the event the other Party commences bankruptcy or insolvency proceedings.

10. ASSIGNMENT:

This Agreement and the rights and obligations of Company may not be assigned without the prior written consent of Corus. Corus may, in its sole discretion, assign its rights and obligations under the Agreement provided that the assignee agrees to be bound by the terms and conditions herein. Subject to the above restrictions, this Agreement shall enure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.

11. ACKNOWLEDGMENT OF COMPANY:

Company acknowledges that it: (i) has no expectation and has received no assurances that it will obtain any anticipated profits by virtue of this Agreement; and (ii) will not have or acquire by virtue of this Agreement any vested, proprietary or other right in the on-line and/or on-air advertisements produced pursuant to this Agreement.

12. GENERAL:

- (A) Amendments: All amendments to this Agreement must be in writing and signed by the Parties.
- (B) Confidentiality: Neither Party shall issue any press release or other public announcement regarding this Agreement or any relationship between the Parties, or use the name, trademarks or other proprietary identifying symbols of the other Party in its customer or vendor lists and other marketing materials, without the prior written consent of the other Party, such consent to be given in the other Party's sole discretion.
- (B) Independent Contractors: The Parties are not partners, joint venturers or in an employment relationship but rather are independent contractors.
- (C) Currency: Unless otherwise indicated, all dollar amounts referred to in this Agreement are in lawful money of Canada.
- (D) Jurisdiction: This Agreement shall be subject to, and construed in accordance with, the laws of the Province of Ontario, Canada. The Parties irrevocably attorn to the jurisdiction of the courts of the Province of Ontario.
- (E) Entire Agreement: This Agreement contains the entire agreement between the Parties hereto regarding this matter and supersedes and/or replaces any other agreement whether written or oral regarding this matter.
- (F) Counterparts: This Agreement may be executed and delivered in counterparts, each of which is deemed to be an original, and such counterparts together constitute one and the same agreement. The Parties agree that the electronic signature of a Party to the Agreement shall be as valid and enforceable as an original handwritten signature of such Party and the Parties agree to execute such further documents as may be reasonably necessary in any circumstances where the validity, enforceability or admissibility of an electronically signed version of this Agreement may arise. Any Party may deliver an executed copy of this Agreement via electronic transmission, and such executed copy shall be effective to bind such Party to this Agreement. Each Party agrees not to contest the admissibility of the electronically signed copy of this Agreement in any proceeding arising out of the terms and conditions of this Agreement.

DATED as of the Effective Date.

MERRETT HOME HARDWARE BUILDING CENTRE

Per: 

Name: Drew Merrett

Title: Owner

I have the authority to bind the corporation.

591987 B.C. LTD.

DocuSigned by:
Per: 
0E99223A963247C...
Name: Mike Searson

Title: VP, Local Sales

I have the authority to bind the corporation.