



VIVO Cannabis “Spring” Contest
(the “Contest”)

Official Contest Rules
(the “Rules”)

The Contest is subject to all federal, provincial, and municipal laws.
Void where prohibited.

NO PURCHASE NECESSARY

- 1. Contest Sponsor:** The Contest is sponsored by VIVO Cannabis Inc. (the “Contest Sponsor”).

This Contest will be run in accordance with these Rules, subject to amendment by the Contest Sponsor. Entrants must comply with these Rules, and, by entering the Contest, will be deemed to have received and understood the Rules. The decisions of the Contest Sponsor with respect to all aspects of the Contest are final. Any questions, comments or complaints regarding the Contest must be directed to the Contest Sponsor. **The Contest Sponsor is the sole administrator of this contest, which is in no way sponsored or administered by Instagram.**

- 2. Contest Period:** The Contest starts at 12:01 a.m. (EST) on **April 20th, 2023]** and continues until 9:00 a.m. (EST) on **[April 28th, 2023].** (the “Contest Period”).

- 3. Eligibility:** The Contest is only open to legal residents of Canada (excluding Quebec) who are at least nineteen (19) years of age at the time of Contest entry (each an “**Entrant/Entrants**”) or at least eighteen (18) years of age at the time of Contest entry if from Alberta. Employees, representatives, dealers and agents of the Contest Sponsor, and their respective parent and affiliated companies, contest suppliers and judges, and immediate family members of any such person (regardless of where they live) or those with whom any such persons are domiciled are not eligible to enter the Contest. Entries are limited to individuals only; commercial enterprises and business entities are not eligible to enter the Contest.

- 4. How to Enter:** No purchase necessary. 1) Visit www.cannafarms.ca/springcontest and complete the contest entry form fields, including first name, last name, email, and opt-in. One (1) entry per email address and/or 2) Follow the Canna Farms Instagram account [Instagram.com/cannafarmsltd](https://www.instagram.com/cannafarmsltd), like the April Contest post and comment to gain an entry. One entry per Instagram account.

- 5.** All entries become the property of the Contest Sponsor and will not be returned.

If the identity of an entrant is disputed, the authorized account holder of the e-mail address submitted at the time of entry will be deemed to be the Entrant. The individual assigned to the e-mail address for the domain associated with the submitted e-mail address is considered the authorized account holder. A selected Entrant may be required to provide proof that he/she is the authorized account holder of the e-mail address associated with the selected entry. All contest form entries must be submitted from a valid e-mail account that may be identified by reverse domain name search. The sole determinant of time for the purposes of receipt of a valid entry in this Contest will be the Contest server machine(s).



6. **Submission Conditions:** The Contest Sponsor may, in its sole discretion, elect to use, in whole or in part, any submission materials submitted into this Contest for its own future advertising and/or promotional activities, without notice or compensation and any entrant submitting such materials forfeits any further copyright or similar claims to same. Submission materials include, but are not limited to, photos, essays, videos, compilations, reviews, written text, etc. as applicable. Each Entrant warrants to the Contest Sponsor and its parent and affiliate companies that his/her submission materials do not contravene or infringe on anyone else's copyright or other intellectual property. Submission materials must not:
- a. 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);
 - b. threaten any person, place, business, or group;
 - c. disparage persons or organizations associated with the Contest Sponsor;
 - d. invade privacy or other rights of any person, firm, or entity;
 - e. contain/reference (as applicable) 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;
 - f. contain/reference (as applicable) material that is inappropriate, indecent (including but not limited to nudity or pornography), profane, obscene, hateful, tortuous, slanderous or libelous; and
 - g. contain/reference (as applicable) any persons or organizations without their prior express written permission (collectively the "**Submission Conditions**").

Where applicable, the submission materials must be created in a safe and lawful manner. The Contest Sponsor reserves the right, in its sole discretion, to (a) revise submission materials, or request the entrants to revise and resubmit the submission materials in order to make such submission materials compliant with these Submission Conditions, (b) remove any submission materials which are deemed inappropriate according to the Contest Sponsor; and (c) disqualify any individual who is found: (i) to be tampering with the entry process or the operation of the Contest; (ii) to be acting in violation of the Rules; or (iii) to be acting in an un-sportsmanlike or disruptive manner; (iv) to be in violation of any of the Submission Conditions specified above; or (iv) to be engaging in any other offensive conduct that jeopardizes the integrity and/or administration of the Contest, which shall be determined at the Contest Sponsor's sole discretion.

Prior to submitting/posting any submission materials that depict a person who is under the age of majority in his/her Province or Territory of residence, express prior written permission from the minor's parent or legal guardian must be obtained by an entrant.

7. **Prize:** There are (3) prizes available to be won in Canada (excluding Quebec) consisting of Canna Farms apparel. (the "**Prize**"). Actual prizes may vary from contest images.

The winner will be solely responsible for all other incidental costs and expenses related to their Prize not mentioned above. The Contest Sponsor will not be held to award more prizes than as set out in these Rules. The actual number of prizes awarded will be based on the number of eligible entries received.

8. **Winner Determination:** Three (3) entries will be selected via random drawing from among all eligible entries by the Contest Sponsor on April 28th, 2023, at 12:01 pm. (EST) in Toronto, Ontario. The Contest Sponsor will contact the selected entrants via email or Instagram direct messages within one (1) business day of the random drawing ("**Winner Notification**"). If a selected entrant cannot be contacted within five (5) business days of the first attempt to contact (including failing to reply to the Winner Notification) or, if contacted, does not claim his/her prize, or does not meet all of the Contest conditions



outlined in these Rules, the selected entrant will be disqualified and forfeits his/her prize, and another entrant may be randomly drawn from among all remaining eligible entries whom a representative of the Contest Sponsor will attempt to contact, and who will be subject to disqualification in the same manner. This process will continue until contact is made with a selected Entrant who meets Contests requirements or until there are no more eligible entries, whichever comes first. The Contest Sponsor is not responsible for failed attempts to notify any selected Entrant. Upon prize forfeiture, no compensation will be given. Limit one (1) prize per person. The chances of winning are solely dependent on the total number of eligible entries received.

9. Prize Distribution: Once confirmed as a winner, the Prize will be awarded to the winner via regular mail. No responsibility is assumed by the Contest Sponsor, or any affiliated companies for any postal mail or delivery return as undeliverable without a forwarding address. No responsibility is assumed by the Contest Sponsor, or any affiliated companies for the Prize after it has been shipped. The Contest Sponsor, and all affiliated companies make no representations or warranties of any kind concerning the Prize. Unclaimed prizes will not be awarded. Failure to redeem a prize (or prize portion) will result in forfeiture of the prize and unused portions of the prize have no cash value. Prize winners are responsible for any applicable taxes related to any prize received. Winner bears all risk of loss or damages to prizes after delivery.

10. Prize Substitution: Any prize is non-exchangeable, non-transferable, non-refundable, has no cash-surrender value, and must be accepted as awarded with no substitutions. The Contest Sponsor reserves the right, in its sole discretion, to substitute and/or modify any prize with (a) prize(s) of equal or greater value for any reason.

11. Winner Conditions: To be declared the winner, a selected entrant must first: (i) have complied with, be in compliance with, and continue to comply with the Rules; (ii) correctly answer, unaided, a time-limited, mathematical skill-testing question to be administered by the Contest Sponsor via the Declaration and Release form; and (iii) sign and return a Declaration and Release form within a specified period of time.

12. Tampering: All entries that are incomplete, illegible, damaged, irregular, have been submitted through illicit means, or do not conform to or satisfy any condition of the Rules may be disqualified by the Contest Sponsor. Contest Sponsor take no responsibility for lost, stolen, delayed, damaged, misdirected, late or destroyed entries, typographical or other production errors, or any errors or omissions in printing or advertising related to this Contest. Any attempt by any Entrant to obtain more than the stated maximum number of entries by using multiple/different names, email addresses, identities, registrations and logins, or any other methods will void that person's entries and eligibility to win the prize and that participant will be disqualified from the Contest and, at the sole discretion of the Contest Sponsor, any of the Contest Sponsor's other promotions. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents (including, but not limited to, contest entry services) will void all entries by that Entrant.

Contest Sponsor assumes no responsibility for failure of the internet or the website during the Contest, for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, access providers, computer equipment, software, failure of any email or traffic congestion on the internet or at any website, or any combination thereof including any injury or damage to an Entrant's or any other person's computer related to or resulting from playing or downloading any material in the promotion. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest is a violation of criminal and civil laws. Should such an attempt be made, the Contest Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.

12. Modification/Termination: Subject to applicable law, the Contest Sponsor reserves the right, in their sole discretion and without liability, to terminate or suspend the Contest in whole or in part, or modify the Rules of the Contest at any time without notice if fraud, technical failures including any network server or hardware failure, viruses, bugs, errors in programming, or communications or any other errors or other causes beyond the control of the Contest Sponsor that corrupts the administration, integrity or security of



the Contest or if any other factor interferes with the conduct of this Contest as contemplated by these Rules, or for any other reason at the sole discretion of the Contest Sponsor. In such event, the Contest Sponsor may, in its sole discretion, choose to select (a) winner(s) via random drawing from among all eligible entries received up until the time of cancellation, termination, modification, or suspension.

13. Privacy: The Contest Sponsor is collecting personal data about entrants for the purpose of administering this Contest and, if an entrant should so elect, to communicate with entrants about the Contest Sponsor's products/services/offers. Entrants not wishing to receive any other informational or marketing communications from the Contest Sponsor should so indicate when they enter the Contest or by contacting the Privacy Officer at VIVO Cannabis Inc., 126 Vanluven Road Napanee, Ontario K7R 3L2, or at 1 416 848 9839. Please see the Privacy Policies for Contest Sponsor at vivocannabis.com for information on the policy towards maintaining the privacy and security of user information.

14. Publicity: By accepting a prize, the winner agrees that the Contest Sponsor and its respective designees may use his/her name, photographs, videos, likenesses, city of residence, biographical information, prize information and/or statements about this Contest for advertising and/or publicity purposes in any and all media (now or hereafter known) throughout the world, in perpetuity without compensation, notification, or permission, unless otherwise prohibited by law.

15. Release and Liability: By entering this Contest, entrants forever release and hold harmless the Contest Sponsor, its advertising and promotional agencies, their affiliates and respective directors, officers, owners, partners, employees, agents, dealers, representatives, successors and assigns from any and all damages, injuries, death, loss, or liability to person or property, due in whole or in part, directly or indirectly, by reason of entering the Contest, the acceptance, possession, use or misuse of any prize, or while preparing for and/or participating in any Contest and/or prize-related activity.

16. Construction: All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of entrants and the Contest Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the Province of Ontario without giving effect to its conflict of law rules and provisions. All entrants consent to the jurisdiction and venue of the Province of Ontario. All entrants expressly agree that the Ontario courts shall have sole jurisdiction over any dispute or litigation arising from or relating to this Contest and agree to submit to the laws of and the jurisdiction of the federal courts of Canada and provincial courts of the Province of Ontario, and hereby waive the jurisdiction of any other court that now or in the future could be considered competent for any reason. The venue shall only be Toronto, Ontario.

The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. If any provision is determined to be invalid or otherwise unenforceable, these Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.