

Scotts Miracle-Gro EZ Seed Grow it Anywhere Contest

OFFICIAL CONTEST RULES AND REGULATIONS

Open to residents of Canada (Excluding Quebec) ONLY

The Scotts Miracle-Gro Company ("Scotts Miracle-Gro") 'EZ Seed Grow it Anywhere' Contest (the "Contest") is intended to be conducted in Canada only, excluding Quebec, and shall be construed and evaluated according to applicable Canada Law. No purchase necessary.

By entering this Contest, you (the "Entrant") agree to be bound by these Official Rules and Regulations. This Contest, which is being activated via the social platforms Instagram, Twitter, and Facebook (the "Platforms"), is in no way sponsored, supported or organized by Instagram, Twitter, or Facebook. Contest is subject to the following rules and regulations.

1. **Contest duration.** The Contest opens at 12:01 AM ET on June 22nd, 2016 and ends at 11:59 PM ET on Sunday July 19th, (the "Contest Period"). There will be one (1) draw after the Contest Period as specified below.

2. **Contest prize.** One (1) \$300 Ikea Gift Card (ARV \$300). Prize must be accepted as awarded. No substitutions, refunds, transfers, or cash equivalent payment will be allowed.

3. How to Enter.

To enter the Contest, the participant must have a valid personal Instagram, Twitter or Facebook account or create one in accordance with the account enrolment instructions. To enter the Contest, the Entrant must: (i) Use Scotts EZ SEED (the "Product") product to grow grass during the contest period (ii) take a picture of their growing grass during the contest period (iii) submit the image to chosen influencer via their chosen method of entry.

No entries will be accepted by any other means. Each Work submitted according to the Official Rules and Regulations along growth using the Product will be deemed an eligible "entry". All information requested in the entry form must be provided otherwise the entry will become void. No mechanical or hand-written reproductions of the entry will be accepted. All entries must be submitted during the Contest Period. One entry per person during the Contest period. Any Entrant found to be using multiple accounts in one or more Platforms will have all entries deemed ineligible. By submitting an entry, Entrant hereby grants permission for the Work to be displayed on Scotts.ca website and posted via the Scotts Miracle-Gro Canada Instagram and Facebook accounts. All entries, including the Work, become the sole property of Scotts Miracle-Gro (the "Sponsor").

All entries must respect the given theme of the Contest and be in compliance with these Official Rules and Regulations, including, without limitation, the "Entry Requirements" section below.

4. Entry Requirements.

To be eligible, the Entrant's Platform profile must be a public profile, the Work must use the Hashtag in the comment field of the photograph, and the work must be posted to one of the following Platforms: Instagram (<http://www.instagram.com>), Facebook (<https://www.facebook.com/>), Twitter (<https://twitter.com/>).

Additionally, all Work must:

1. Be original and all right, title and interest (including copyright) therein and thereto is owned and/or controlled by the Entrant to the full extent necessary to enable the Sponsor to use the Work as contemplated by these Contest rules;
2. may not be obscene, indecent, or otherwise offensive (as determined by Sponsor and its affiliates in their sole discretion);
3. not defame or invade the publicity or privacy rights of any person, living or deceased;
4. infringe, violate, or misappropriate any person's or entity's personal or proprietary rights (including copyrights, trademarks, or other intellectual property rights);
5. not contain:
 - a. any words, statements, or images considered offensive to individuals of any age, race, ethnicity, national origin, religion, sexual orientation, or other protected class, or who are disabled;
 - b. any threats to any person, place, business, group, or entity;

- c. materials that promote bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on age, race, ethnicity, national origin, religion, sexual orientation or other protected class, or disability;
- d. any materials that depict illegal acts, are sexually explicit, libelous, obscene, violent, hateful, slanderous; and/or
- e. content not in keeping with Sponsor's reputation and image; and
- f. adhere to the applicable Platform's Terms of Use set forth at Instagram (<http://instagram.com/legal/terms/>), Twitter (<https://support.twitter.com/articles/18311>) and Facebook (<https://www.facebook.com/terms>).

Failure to comply with these entry requirements, as determined by Sponsor and its agents in their sole discretion, is grounds for an automatic disqualification from the Contest.

5. Draw date. A random draw from all eligible entries received will take place on or about July 20th, 2016 by Buzz Bishop of Dad Camp at <http://dad-camp.com/>. The selected Entrant will be contacted by Buzz via email provided by Rafflecopter and used to enter the Contest and will be provided an email address and instructions for the Entrant to respond to. The selected Entrant will be contacted no later than three (3) days after the draw. Entrant will also need to respond to Buzz confirming Entrant's e-mail address as proof of entry.

Odds of your entry being selected for a prize depend on the total number of entries received during the Contest Period.

Before being declared a winner, selected Entrant will be required to correctly answer, unaided, a time- limited, mathematical skill testing question and sign and return within three (3) business days of notification a declaration of eligibility and a liability/publicity release, which: (i) confirms compliance with the Contest rules and accepts such prize as offered; (ii) releases the Sponsor, its parent, subsidiary and affiliated companies (including each of their respective directors, officers, employees and/or agencies), retailers, advertising and promotion agencies (the "Sponsor-related Parties"), as well as social media platforms Twitter, Facebook and Instagram from any and all liability relating to the selected Entrant's participation in the Contest and receipt/use/misuse of a prize; (iii) grants Sponsor the unrestricted right to use selected Entrant's Work, name, address, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation either during or after the Contest, in any publicity or advertisement carried out by the Sponsor in any manner whatsoever, worldwide including without limitation, print, broadcast, entertainment programming or the Internet. If the selected Entrant does not respond in accordance with the Official Rules and Regulations, he/she will be disqualified and will not receive a Prize and another Entrant may be selected in the Sponsor's sole discretion until such time as an Entrant satisfies the terms set out herein. The Sponsor is not responsible for the failure for any reason whatsoever of a selected Entrant to receive notification or for the Sponsor to receive a selected Entrant's response.

6. Eligibility. This Contest is open to legal residents of Canada, excluding Quebec, who have reached the age of majority in their province/territory of residence at the time of entry. Not eligible to participate in this Contest are employees, representatives, and agents of Sponsor and Sponsor-related Parties. Also ineligible are members of the immediate family of and persons who reside with such Sponsor and Sponsor-related Parties.

7. General Conditions. All entries become the property of the Sponsor. The Entrant agrees to fully indemnify Sponsor from any and all claims by third parties relating to the Contest, without limitation.

By providing the Work to the Sponsor in connection with the Contest, each Entrant shall grant to the Sponsor a worldwide, gratuitous, irrevocable, and exclusive license to copy, use, modify, reproduce, adapt and transmit the Work for use in all media now known or hereafter devised in perpetuity beginning on the date of entry, including, but not limited to, in connection with the administration, promotion and exploitation of the Contest. The Entrant hereby confirms that the Work is an original work, solely created by the Entrant, and that no third party participated as an author, co-author, photographer or otherwise in the creation of the Work or any part thereof. Sponsor assumes no responsibility for any claims of infringement of rights to copyright, privacy and/or personality, and all such liability shall remain with the entrant. In addition, each Entrant represents to the Sponsor that the Work does not infringe any copyright interest of any third party and that the Work is not defamatory or obscene and does not violate any rights of third parties, including but not limited to privacy, copyright, defamation, rights of personality, obscenity or hate speech, as determined by the Sponsor in its sole discretion.

This Contest is subject to all applicable Canadian federal, provincial and municipal laws. Void where prohibited by law.

By entering this Contest all Entrants agree to the use and publication of their names, photographs and addresses in any advertising or publicity by Sponsor and Sponsor-related Parties, without compensation either during or after the Contest. No correspondence in regard to this Contest will be entered into except with selected Entrants. Entrants assume all liability for any injury or damage caused, or claimed to be caused, by participation in the Contest or the acceptance or use/misuse of any prize and release Sponsor and the Sponsor-related Parties from any and all liability for any injuries, losses or damages of any kind in

connection therewith. Winning names can be obtained by writing to Scotts Canada Ltd. 2000 Argentia Rd., Plaza 2, Suite 300. Mississauga, Ontario L5N 1V8, Attention: Glenn Martin.

The Sponsor and the Sponsor-related Parties will not be liable for any failure of any website or App, including, without limitation, the www.scotts.ca website, the Platforms, and/or the Platforms' Smartphone Apps during the Contest; for any technical malfunction or other problems relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; for the failure of any entry to be received by the Sponsor and the Sponsor-related Parties for any reason including, but not limited to, technical problems or traffic congestion on the Internet; or any combination of the above. Further, the Sponsor, and Sponsor-related Parties, will not be liable for any injury or damage to an Entrant's or any other person's smart phone related to or resulting from participating or downloading any material in the Contest. Sponsor will not be responsible for entries lost, misdirected or delayed for any reason whatsoever. If, in Sponsor's sole opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Contest, or if technical difficulties compromise the integrity of the Contest, Sponsor reserves the right to void suspect entries and/or terminate the Contest and award the prize(s) at its sole discretion. The use of any automated launching or entry software or any other mechanical or electronic means that permits automatic entry repeatedly is prohibited. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law.

In the event of a dispute regarding who submitted an entry, entries will be deemed to have been submitted by the person in whose name the identified social media account was registered. For the purposes of the Contest rules "authorized account holder" of a Platform account is defined as the natural person who is assigned to the account by the social media platform and/or an on-line service provider. Each selected Entrant may be required to provide proof that he/she is the authorized account holder of the account associated with the selected entry.

The Sponsor reserves the right at any time without notice to terminate, withdraw or amend this Contest in any way, for any reason, including without limitation, in the event of an error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure or any other cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Contest rules. Any attempt to deliberately damage or undermine the legitimate operation of this Contest is a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law.

Sponsor is legally required to ensure that all personal information disclosed to or received from third parties is appropriately used, disclosed and protected. Personal information is defined as any piece of information, about an identifiable individual but does not include the name, title, business address or telephone number of an employee of an organization. Sponsor will use any personal information only for purposes of administering the Contest. No disclosure of personal information to third parties is needed under this Contest and the information you provide will not be passed to Facebook, Instagram or Twitter. Entries will be retained for a reasonable period of time and as required by law following delivery of prizes under the Contest rules. By entering this Contest, each Entrant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted with his/her entry only for the purpose of administering the Contest, unless the Entrant otherwise agrees. For information on Sponsor's privacy policy, please refer to the policy posted on the web site at <http://en-ca.scotts.com/msg/node2/Scotts-v2/help-center/terms-and-conditions/18800030-34800333-s>.

In the event of any discrepancy or inconsistency between the terms and conditions of these Contest rules and other statements contained in any Contest-related materials, including but not limited to the Contest entry form, or point of sale, television, print or online advertising, the terms and conditions of the Contest rules shall prevail, govern and control.

Scotts Miracle-Gro Canada reserves the right to terminate, withdraw, or amend this contest for any reason without notice.

By entering this promotion, you provide a complete release to Instagram, Twitter and Facebook. You, the participant, are providing information to the company behind this promotion and not to Instagram, Twitter and Facebook. This promotion is in no way sponsored, endorsed or administered by, or associated with Instagram.

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