Nutri-Lawn ACROSS CANADA 23x 1,000 Aeroplan Miles Contest - 2016

This Contest is only open to Aeroplan® Members who are residents of Canada excluding the Province of Quebec and is governed by Canadian law.

- *1. SPONSOR. *The sponsor of this Contest is Nutri-Lawn Corporation
- *2. CONTEST PERIOD. *The Contest shall commence on May 1, 2016 at 10:00 AM EST and will run until June 30th, 2016 at 5:00 PM EST (the "Contest Period").
- *3. ELIGIBILITY. *The Contest is open to all Aeroplan Members who are residents of Canada excluding residents of the Province of Quebec and who have reached the age of majority, except employees, representatives and agents of Nutri-Lawn , AIMIA Inc. , and ADVANTEX MARKETING INTERNATIONAL, or their respective affiliates and, if applicable, their respective advertising or promotion agencies, contest judges, contest prize suppliers, and any other companies engaged in the development, production, or distribution of materials for this Contest, and members of the immediate families of, or persons domiciled with, any of the above.
- *4. HOW TO ENTER AND NO PURCHASE NECESSARY. *To be automatically entered into the Contest, fill out the Web Entry form on the local Nutri-Lawn web site servicing the market area where the contestant resides or complete the contest application form from a Nutri-Lawn Service Representative by no later than June 30th, 2016 at 5:00 pm EST. After this date no further entries to the draw will be permitted. No responsibility can be accepted for entries not received for whatever reason.
- *No purchase is necessary to enter the Contest. If you are not an Aeroplan Member, you can visit the Aeroplan website at **www.aeroplan.com**and enrol today. Aeroplan Membership is free.*
- *5. NUMBER OF ENTRIES AND ENTRY LIMIT. *Limit of one (1) entry into the Contest per household per Nutrilawn franchise and corporate store market service areas. Contestants may only enter the draw in the market service area which is serviced by their local Nutrilawn franchise or corporate store location. Contests residential address must be within the Nutrilawn franchise and corporate store market area which is the contestants principal home residence. Contestants may not enter in more than one market service area.

There is a limit of one (1) Entry per person permitted during the Contest Period, regardless of the method of entry. For greater certainty and the avoidance of any doubt, you may only use one (1) email address to enter the Contest. 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) obtain more than one (1) Entry; and/or (ii) use multiple names, identities, email addresses and/or any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or disrupt this Contest; then he/she may be disqualified from the Contest in the sole and absolute discretion of the Sponsor. Your Entry may be rejected if (in the sole and absolute discretion of the Sponsor), the Entry Form is not fully completed with all required information and submitted and received during the Contest Period in accordance with these Rules.

All customers who purchase Nutrilawn services in 2016 with the minimum \$199 paid purchase will be automatically entered and as per all selected winners must acknowledge and sign contest rules regarding personal privacy release agreements for the use of his/her name, comments, photograph, and other likeness for publicity purposes, and grants to Nutri-Lawn any and all rights to said use without further compensation to be awarded the prize.

- *6. PRIZES. *There are twenty-three (23) prizes of 1,000 Aeroplan Miles to be won. One prize of 1,000 Aeroplan Miles will be awarded in each of the twenty-three (23) market service areas serviced by Nutrilawn franchise and corporate store across Canada. Odds of winning any prize depend on the number of eligible entries received from within each market service area. Nutri-Lawn reserves the right, at its sole and absolute discretion, to substitute the prize for prizes of approximately equal or greater retail value, at any time and for any reason, including, without limitation, by way of cash award.
- *Aeroplan Miles have no cash value but are redeemable under the Aeroplan Program for flights and other rewards. The retail value of rewards obtained using Aeroplan Miles will vary depending on the Aeroplan Reward schedules and other factors, details of which may be found at www.aeroplan.com. Aeroplan Miles may be redeemed only in accordance with the Aeroplan Program terms and conditions, which are subject to change without notice. Taxes, landing and departure fees, and other charges and surcharges may apply to Aeroplan reward travel, and are the sole responsibility of the winner. Additional Aeroplan Miles may be required and rewards are subject to availability at the time of booking. Full terms and conditions of the Aeroplan Program are available on-line at **www.aeroplan.com* http://www.aeroplan.com*. *
- *7. DRAW. *One (1) entry will be randomly drawn from among all eligible entries received during the Contest Period in each of the twenty-three (23) Nutrilawn franchise and corporate service areas. The draw will take place on July 17, 2016 at approximately 12:00 pm EST at 1040 Martingrove Grove, Toronto, Ontario, Canada. Odds of winning each prize depend upon the total number of eligible entries received during the Contest Period from within each Nutrilawn franchise and corporate store market service area. Prizes must be accepted as awarded, cannot be substituted, transferred, exchanged or surrendered for cash.
- *8. HOW TO WIN AND CLAIM A PRIZE. The selected entrant will be notified by phone or email and instructed on how to claim his/her prize. To be declared a winner, each selected entrant must correctly answer a time-limited, mathematical skill-testing question without assistance of any kind, whether mechanical or otherwise, to be administered by phone at a mutually convenient time, must sign a form of Declaration of Compliance and Release (see Rule No. 9 below), must be enrolled in the Aeroplan Miles reward program and hold a valid Aeroplan card number and otherwise comply with these official contest rules. Awarding of a prize is subject to verification and compliance with these official contest rules. The selected entrant who has not complied with these official contest rules will be disqualified. If a selected entrant cannot be located or does not respond or comply with all of these official contest rules within fourteen (14) days of notification, the entrant will be disqualified and forfeits the prize and Nutri-Lawn may, at its sole and absolute discretion, select by random draw another eligible entrant whom Nutri-Lawn or its representatives will attempt to contact, and who will be subject to disqualification, in the same manner. Allow four (4) to six (6) weeks from the date of the draw for verification of contest winner and prize fulfilment. The winner will be contacted following verification with details on how to redeem the prize. Aeroplan will not be responsible for failed attempts to notify the selected entrant.

*9. ADDITIONAL CONDITIONS OF PARTICIPATION. By participating in this Contest, each entrant accepts and agrees to these official contest rules and all decisions of the contest judges (who may be employees, agents or independent contractors of Nutri-Lawn), which shall be final and legally binding on entrant in all matters relating to this Contest. Mathematical skill-testing question to be correctly answered to be a winner. Entries that do not meet the contest rules & regulations requirements, or comply with the contest rules may be disqualified. All entries become the property of Nutri-Lawn and will not be returned. In order to be confirmed a winner and receive a prize, each selected entrant will be required to sign Nutri-Lawn's form of Declaration of Compliance and Release which confirms compliance with these official contest rules and releases Nutri-Lawn and its affiliated companies, agencies, contest prize suppliers, and their respective officers, directors, employees and agents (collectively, the "Contest Group") from all liability with respect to the entrant's participation in this Contest and the awarding and use of the prize. The winner agrees to the use of his/her name, comments, photograph, and other likeness for publicity purposes, and grants to Nutri-Lawn any and all rights to said use without further compensation. The Contest Group and its respective affiliates are not responsible for printing, distribution, or production errors. The Contest Group and its respective affiliates may, at their sole discretion and without liability, rescind or amend this Contest at any time. This Contest is subject to all applicable federal, provincial and municipal laws and regulations. Any use of robotic, automatic, macro, programmed, third party, bot or like registration or entry methods will void all such registrations and entries, and any participant using any such method will be disqualified. All taxes, if any, are the sole responsibility of the individual winner.

*10. LIMITATION OF LIABILITY. By entering this Contest, each entrant acknowledges and agrees that the Contest Group: (i) shall have no liability of any kind whatsoever with respect to this Contest and/or the awarding or use of the prize, (ii) makes no warranty, guaranty or representation of any kind concerning the prize, (iii) disclaims any implied warranty, and (iv) is not liable for injury, loss or damage of any kind resulting from the entrant's acceptance or use of the prize or otherwise from such entrant's participation in this Contest. Nutrilawn is not responsible for typographical or other errors in the offer or administration of this Contest, including, but not limited to, errors in advertising, the official contest rules, the selection and announcement of winners, or the distribution of the prizes. Nutrilawn is not responsible for any problems or technical malfunctions of any telephone network or lines, computer online systems or servers, computer software problems or traffic congestion on the internet or at any website and assumes no liability for damage to entrant's or any person's computer resulting from participating in the Contest. Nutrilawn is not responsible for inaccurate prize details supplied to any entrant by any third party connected with this draw.

*11. PERSONAL INFORMATION. The personal information gathered about entrants in the course of this Contest will be used solely by Nutri-Lawn for the administration of the Contest and in connection with publicity relating to the Contest. Entrants grant the right to Nutrilawn to communicate with them in digital and non-digital methods related to Nutrilawn services and information. Nutrilawn will not provide personal information to third parties. By acceptance of a prize each winner grants permission for the Nutrilawn and those acting under Nutrilawn's authority, to use winner's name, statements, biographical information, picture, portrait, and/or likeness for advertising, trade, promotion and public relations purposes in any media, now known or hereafter discovered or devised, worldwide including on the Worldwide Web and Internet including web sites and social media platforms and channels, in perpetuity, at any time or times, without notice, review or approval, and without additional consideration unless prohibited by law. 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 (i) for the purpose of administering the Contest and (ii) for the purpose of future marketing in accordance with Sponsor's privacy policy (available at https://www.nutrilawn.com/privacy-policy) unless the entrant otherwise agrees.

- * 12 Nutrilawn's decision in respect of all matters to do with the draw will be final and no correspondence will be entered into.
- *13 By entering this draw, an entrant and/or selected winner is indicating his/her agreement to be bound by a) the terms and conditions of this contest, (b) to be bound by these Rules and the decisions of Nutrilawn Corporation, (c) to release and hold harmless Nutrilawn Corporation, its franchisees, its affiliates, subsidiaries and their respective directors, officers, employees, agents and representatives including advertising and promotion agencies, from any and all liability for claims/damages including, but not limited to, claims/damages for personal injury, for property damage with respect to acceptance, possession or use or misuse of the Prize or participation in the Contest;
- *14. GOVERNING LAW. All issues and questions concerning the construction, validity, interpretation and enforceability of these official contest rules, or the rights and obligations of an entrant and Aeroplan in connection with the Contest, shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- *15. Aeroplan is not responsible for this promotional draw and cannot be held accountable for any part of this draw, including the collection of the entries or the conduct of the draw Aeroplan is not responsible for the collection of the entries or the conduct of the draw.
 - [®] Aeroplan is a Registered Trademark of Aimia Canada Inc.