

TERMS AND CONDITIONS

By participating in the contest, each entrant agrees to abide by and be bound by these terms and conditions. Entrants further agree to abide by and be bound by all decisions of Sustainable Produce Urban Delivery Inc. ("SPUD"), which shall be final and binding, without right of appeal, in all matters relating to this contest and the awarding of the prize, including without limitation eligibility and/or disqualification of entries.

Eligibility

The contest is open to legal residents of Canada only. No purchase is necessary to win. Entries may be submitted as set out in the contest web page. Entrants must not be employees of SPUD or members of their household. Entries must be submitted prior to the deadline specified on the contest web page. The number of prizes to be awarded and the approximate value thereof is specified on the contest web page.

Prizes

The prize(s) must be accepted as awarded and may not be substituted. SPUD reserves the right, in its sole discretion, to substitute a prize of equivalent monetary value if the prize, or part thereof, cannot be awarded as described, for any reason. SPUD will not replace any lost or stolen prize.

How the Winner is Selected

The winners will be selected as set out the contest web page.

Prize Claim Conditions

In order to be declared a winner, the selected entrant must respond to the notification of winner selection and provide SPUD with valid contact information, such as an email address, within two (2) business days after the initial contact of the winner by SPUD, and otherwise comply with these terms and conditions.

Inability to reach the selected entrant or failure of selected entrant to respond to notification within two (2) business days from the initial contact by SPUD, failure to provide a valid email address, failure to provide proof of eligibility (if requested), or other non-compliance with these terms and conditions may result in disqualification of an entry and forfeiture of the prize. In such case, at SPUD's sole discretion, selection of an alternate eligible entrant for the forfeited prize may occur in accordance with these terms and conditions.

Right to Void / Terminate / Suspend / Modify

SPUD reserves the right to terminate, suspend or modify this contest, in whole or in part, at any time and without notice or obligation, if, in SPUD's sole discretion, any factor or event arises that could interfere with the proper conduct, administration, security or impartiality of the contest as contemplated by these terms and conditions. Without limiting the generality of the foregoing, if the contest, or any part thereof, is not capable of running as planned for any reason, including, but not limited to, infection by computer virus, tampering, unauthorized intervention, fraud, programming errors, or technical failures, which corrupt or affect the administration, security, fairness, integrity or proper conduct of this contest, SPUD may, in its sole discretion, void any suspect entries and:

- (a) terminate the contest, or any portion thereof; and/or
- (b) modify or suspend the contest, or any portion thereof; and/or
- (c) award any of the prizes from among the eligible entries received in accordance with the winner selection criteria as described in the contest web page.

SPUD reserves the right, at its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process, the operation of the contest, the contest website page (if any), violates these terms and conditions, or acts with intent to annoy, abuse, threaten or harass any person involved in the contest.

Intellectual Property

By entering the contest, each entrant represents and warrants that: (i) the artwork is the original, unpublished work of the entrant, that he/she has all rights to the artwork, that the artwork was created specifically for contest, that the artwork, in whole or in part, has not been released commercially, been previously published or won any awards; (ii) the artwork does not and will not violate any law, statute, ordinance or regulation or any of the guidelines set forth in these terms and conditions; (iii) the artwork is free and clear of any and all liens or claims with respect to the use of the artwork in the manner authorized in these terms and conditions; and (iv) the artwork does not infringe upon or violate the intellectual property rights of any third party and will not give rise to any claims of infringement, invasion of privacy or publicity, or infringe on copyrights, trademarks, patents or other intellectual property rights or any rights or interests of any third party, or give rise to any claims for any payment whatsoever.

Entrants acknowledge and agree that SPUD may receive many submissions in connection with this contest and that some submissions may be very similar in content, idea, theme, or in other respects to other submissions received or submitted. Entrant waives any and all claims entrant may have had, may have and/or may have in the future, that any submission in this contest is similar to his/her submission, or that any compensation is due to entrant in connection with such submission.

By entering the contest, entrant agrees to assign all right, title and interest, including copyright rights, in the entry to SPUD and grant permission for SPUD and its respective designees to publish or publicize all or part of the entry, including but not limited to the entrant's name, likeness and artwork contained in the entry, in whole or in part, for advertising, promotional and trade or other purposes in conjunction with this and similar promotions in any and all media now known or hereafter developed, worldwide in perpetuity, without notice or permission and without any compensation, except where prohibited by law.

All entrants agree that in exchange for their participation in contest, they grant, and have the full right to grant, SPUD and its representatives, affiliates, licensees, successors and assigns; (i) the right, but not the obligation, to use, edit, adapt, reformat, rearrange, modify, combine with other pictures, items and/or materials, add to and/or customize submission; and (ii) the assignable, sub-licensable, perpetual, non-exclusive, irrevocable, royalty free, right and license to use, exhibit, display, broadcast, copy, reproduce the submission, encode, compress, encrypt, incorporate data into, rebroadcast, transmit, record, publicly perform, create derivative works of, distribute and synchronize in timed relation to visual elements and aural elements, and or otherwise exploit, the submissions, and/or any portions or excerpts thereof individually or with others, in whole or in part, in conjunction with other material, in any manner, including advertising, promoting and publicizing SPUD, an unlimited number of times, in any and all media, now

known or hereafter devised, in perpetuity, throughout the world, without any additional liability, obligation to, or review or approval by, or additional payment of any kind to, entrant or any third party. All submission materials become the sole and exclusive property of SPUD. Submissions may not be returned. By submitting a submission, entrant understands and agrees that their Submission may be publicly displayed in the manner set forth above without any further notification to or consent from entrant.

Entrants agree to obtain, upon request from SPUD, any documentation necessary to prove their unrestricted ownership in all contents of submission and their right to use submission as specified in these terms and conditions.

Upon SPUD's actual knowledge that any submission material is infringing a third party's intellectual property or other proprietary rights, the submission will be immediately disqualified, and, if applicable, the material will be immediately removed from any posted areas.

Limitation of Liability and Releases

By participating in this contest, entrants agree that SPUD and its authorized agents have no liability whatsoever for, and shall be held harmless by entrants against, any liability for any injuries (including death), losses or damages of any kind (including direct, indirect, incidental, consequential or punitive damages) to persons or property resulting from the contest or the prize. Further, by participating in this contest, entrants agree that SPUD and its authorized agents, have no liability whatsoever for, and shall be held harmless by entrants against, any liability for any injuries (including death), losses or damages of any kind (including direct, indirect, incidental, consequential or punitive damages) to persons or property resulting from:

- a) entry or participation in this contest, including access to and use of the contest website or the SPUD website, or
- b) any claims based on personality or privacy rights or defamation.

Without limiting the foregoing, SPUD, its employees and its authorized agents or contractors shall not be responsible for:

- (a) any incomplete or inaccurate information that is caused by contest entrants, SPUD's website users, or by any technical or human error which may occur in the processing of submissions in the contest;
- (b) lost, interrupted, or unavailable network, server, service provider, on-line systems, telephone networks or telephone lines, or any other connections;
- (c) the theft, destruction, loss or unauthorized access to, or alteration of, entries;
- (d) any problems with (including viruses), or malfunctions or failures of, telephone networks or lines, computers or computer on-line systems, servers or providers, computer equipment, software;
- (e) incomplete or inaccurate transmissions or miscommunications;
- (f) failure of any e-mail, any contest entry, and/or direct messages to be received by or from SPUD for any reason, including but not limited to traffic congestion on the Internet or at any website or combination thereof or technical incompatibility; and

(g) any failure of the entry, winner selection or other contest process.

Protection of Personal Information

Unless otherwise authorized by the entrant, any personal information provided by the entrant (other than the entrant's name and statement regarding the prize which may be used as described in "Publicity" below) when they enter the contest, will be used solely by SPUD and its authorized agents for the purposes of administering the contest awarding the prize and delivering the prize. When entering the contest, however, the entrant may give their express, opt-in consent (if any) to receive electronic messages from SPUD. All personal information SPUD or its authorized agents collect will be handled in accordance with the SPUD's privacy policy which can be located on its website.

Publicity

To the extent permitted by law, each entrant agrees that entry in the contest constitutes permission, in perpetuity, that SPUD and each of its respective affiliates, employees, officers, directors and/or members may use worldwide the entrant's identity, name, image, likeness and biographical information, as well as any materials submitted by the entrant, and in any media now or hereafter developed of entrant's participation in the contest, for any purpose, including, but not limited to, publicity, promotional and advertising purposes related to such parties without any additional consideration or any compensation of any kind.

General Conditions

All entries become the property of SPUD and will not be returned, and no communication will be made with entrants except with the selected winning entrant(s). By participating in the contest, each entrant agrees that SPUD has not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to the prize(s). Winning a prize is contingent on fulfilling all the requirements set forth on the contest web page. Mass entries, automated entries, entries submitted by third parties, and any entries or prize claims that are late, incomplete, fraudulent, illegible, unidentified or delayed, will be void. All entries and prize claims are subject to verification. Proof of entry submission does not constitute proof of receipt. SPUD is not responsible for lost, misdirected or delayed entries. Decisions of SPUD will be final and binding on all matters pertaining to this contest.

SPUD's failure to enforce any term of these terms and conditions shall not constitute a waiver of that provision. The invalidity or unenforceability of any provision of these terms and conditions shall not affect the validity or enforceability of any other provision. If any provision of the terms and conditions is determined to be invalid or otherwise unenforceable, then the terms and conditions shall be construed as if the invalid or unenforceable provision was not contained therein. Should a winner make any false statement(s) in any document referenced above, the winner may be required to promptly return his/her prize to SPUD, or the cash value thereof.

SPUD is not responsible for any inability to conduct the contest or award the prize as a result of any act of God, labor stoppage strike, or lock out, or other reason beyond the control of SPUD.

SPUD reserves the right, in its sole discretion, to disqualify any entrant for suspected or actual cheating and to prevent any person from participating in the contest or in the prize award if that person does not

adhere to these terms and conditions or acts: (a) in a manner that SPUD determines to be not fair; (b) with an intent to annoy, threaten or harass any other person; or (c) in any other disruptive manner.

Under no circumstances shall a submission into the contest, the awarding of the prize, or anything in these terms and conditions be construed as an offer or contract of employment with SPUD. Entrants acknowledge that their submission was voluntary and not in confidence or in trust. Entrants acknowledge that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between entrant and SPUD and that no such relationship is established by entrant's submission under these terms and conditions.

This contest is governed by the laws of the Province of British Columbia and the laws of Canada. Each entrant agrees, to the extent permitted by law, that any judicial proceedings relating to any disputes, claims or causes of action arising out of or in connection with the contest shall take place in the Province of British Columbia pursuant to the laws of that province.