

CAA SOUTH CENTRAL ONTARIO, CAA MANITOBA, CAA NORTH EAST ONTARIO and CAA NIAGARA
Shell Winter Contest – CONTEST RULES –

*Notice of Amendment - effective January 9, 2023

While we strive for accuracy in all our advertising, oversights sometimes occur.

The Rules for the Shell Winter Contest have been amended so that everyone has the same opportunity to participate, regardless of the method of entry. No-purchase entries will now continue to be accepted from January 9, 2023 to January 27, 2023 inclusive.

The Contest Draw date has been postponed until February 14, 2023 to allow for the additional entries without purchase to be received.

The edits are noted below in redlined format.

We value your business and regret any inconvenience this may have caused.

Any questions should be addressed to loyalty@caasco.ca for more information.

Sincerely, the Contest Sponsors

CAA Manitoba

CAA Niagara

CAA North and East Ontario

CAA South Central Ontario

CONTEST PERIOD AND ELIGIBILITY

1. NO PURCHASE NECESSARY. The Shell Winter Contest (“**Contest**”) is sponsored by CAA Club Group (operating as CAA South Central Ontario and CAA Manitoba), CAA North East Ontario and CAA Niagara (“**CAA**”). ~~is open~~ Eligible entries with purchase will be accepted from November 1, 2022 until December 31, 2022 inclusive. Eligible entries without purchase will be accepted from November 1, 2022 to December 12, 2022 and from January 9, 2023 until January 27, 2023 inclusive 12:00:01 a.m. ET/CT on November 1, 2022 and ending at 11:59:59 p.m. ET/CT on December 31, 2022 (“Contest Period”). ~~The Contest is open~~ to persons who reside within the club territory of CAA South Central Ontario, CAA Manitoba, CAA North East Ontario and CAA Niagara, and have reached the age of majority in the Province of Ontario and Manitoba (18 years of age) as of the date of entry for the Contest with the following exceptions: employees and retirees of CAA and its affiliates, partners, suppliers, representatives, agents, advertising and promotional agencies, the independent contest agency if any, and the household members and Immediate Family of any of the above are not eligible to participate in the Contest. For the purpose of these Contest Rules, “Immediate Family” means spouse, mother, father, brother, sister, son or daughter, whether or not they reside in the same household.

HOW TO ENTER

2. Entry From Purchase: From November 1, 2022 until December 31, 2022 inclusive, CAA 55425169.2

Members must purchase fuel at a participating Shell station in Manitoba, CAA South Central Ontario, CAA North East Ontario or CAA Niagara using Shell EasyPay™ in the Shell app during the "Contest Period", as defined above. CAA Members must ensure that they have loaded their CAA Member number in the Shell app prior to using Shell EasyPay in the Shell app to make a fuel purchase during the "Contest Period" to be eligible. To find a participating location use the Shell Station locator [that](http://www.shell.ca/stationlocator) can be found at: www.shell.ca/stationlocator and select the "CAA Fuel Discount" and/or "CAA In-store Discount" filter under Service & Amenities "more". CAA Members must have their current contact information in CAA's system for a chance to win. CAA Members with inaccurate contact information will need to update their information by contacting their CAA club or can enter via the No Purchase Necessary entry option.

3. Multiple entries per person are allowed ~~[with or without purchase.](#)~~ ~~by "Entry From Purchase" option.~~
4. NO PURCHASE NECESSARY. No Purchase Entry: To enter the contest without purchase, an entrant must submit, in writing, a request for one (1) Contest entry ~~[and include with](#)~~ the following ~~[information:](#)~~ ~~[1\) First and Last name,](#)~~ ~~[2\) valid CAA Manitoba Card Number or valid CAA South Central Ontario Card Number or valid CAA North East Ontario Card Number or valid CAA Niagara Card Number](#)~~ ~~[2\) and](#)~~ valid email address and/or telephone number. ~~[The first contest entry must contain and](#)~~ ~~[3\) a short \(200 word\) standard hand-written or typed](#)~~ essay on the "Joys of Driving", together with a self-addressed postage-paid envelope to: CAA South Central Ontario, 60 Commerce Valley Drive E., Thornhill ON L3T 7P9, Attention: Jessica Gallo. ~~[Subsequent entries do not require an essay but must be mailed separately.](#)~~ Essays must be written in English, typed or handwritten legibly and submitted by the entrant specifically for the purpose of entering the Contest. Joy of Driving essays that do not meet the criteria listed above may only be considered for entry at the sole discretion of CAA. An entry confirmation and a copy of the official Contest Rules will be returned in each self-addressed, postage-paid envelope received. Only one request can be made per external envelope. Requests must be ~~[received by December 12, 2022 at sent to](#)~~ the above address, ~~[within the permitted period for entries without purchase,](#)~~ for timely processing and return; any requests received ~~[after outside of the permitted periods](#)~~ such date will not be processed.

5. ~~Only one (1) entry per person is allow by “No Purchase Entry” option.[deleted]~~
6. For mail-in entries, proof of mailing is not proof of receipt. Entries that are incomplete, late, lost, and/or irregular in any way or sent by an unauthorized method are automatically void and will not be eligible or accepted. Entries will only be accepted as described herein and will not be accepted by any other means.
7. By entering the Contest, entrants agree to be bound by these Contest Rules and all decisions of CAA, which shall be final and binding, without right of appeal, in all matters relating to this Contest and the awarding of the prize(s), including without limitation eligibility and/or disqualification of entries.

THE PRIZES

8. Nine (9) prizes are available to be won, each consisting of a fifty (50) Shell Canada gift cards, each valued at \$100 CAD (individually a “Prize”, collectively the “Prizes”).
9. The Prizes must be accepted as awarded, and may not be assigned, transferred, substituted exchanged, refunded or redeemed for cash value. CAA reserves the right to substitute a Prize with an item of equivalent or greater retail value in the event that a Prize is unavailable due to circumstances beyond CAA’s control. Prizes include delivery within approximately four (4) to six (6) weeks of winner accepting the prize, providing CAA with the winner release form, and answering the skill testing question. Any costs or expenses associated with the Prizes not specified herein will be the responsibility of Winners (as defined below).

THE DRAWS

10. Nine (9) prize winners (“Winner(s)”) will be selected by random draw from all eligible entries received during the Contest Period. The decision will be made by CAA on ~~January 9, 2023~~ February 14, 2023 at ~~TIME~~ 2:00 p.m. ET/CT at its head office located at 60 Commerce Valley Drive East, Thornhill, ON.
11. The odds of winning a Prize will depend on the number of eligible entries received during the Contest Period.

WINNER CONFIRMATION AND PRIZE CLAIM CONDITIONS

12. Selected entrants will be notified by email or telephone at the number CAA has on file at the time of winner selection, and are subject to verification by CAA and/or its designated representatives, in their sole discretion. No communication or correspondence will be entered into, except with selected entrants.
13. To be confirmed a Winner, the selected entrant must:
 - (a) confirm compliance with these Contest Rules;
 - (b) accept the Prize as awarded;
 - (c) correctly answer a mathematical skill-testing question without assistance of any kind, whether mechanical or otherwise, and within the time prescribed; and

(d) sign and return a Declaration of Compliance and Release of Liability and Publicity, in the form requested by CAA, within five (5) business days from the date of delivery thereof, if requested by CAA and/or its designated representatives.

14. The mathematical skill-testing question will be administered by phone.
15. If the selected entrant cannot be contacted by telephone personally and without leaving a message within three (3) business days of the first attempt to contact him/her and after a minimum of three (3) attempts, or fails to be confirmed as a Winner within the time prescribed, he/she will be disqualified and will not receive any Prize, and at CAA's discretion another eligible entry will be selected from the remaining eligible entries received, who will be subject to disqualification in the same manner. The initial selected winner will have no recourse towards CAA or anyone involved in the Contest.

RIGHT TO DISQUALIFY / TERMINATE / SUSPEND / MODIFY

16. CAA may, at its sole discretion, terminate, disqualify or withdraw any Contest entry without liability and without notice to the entrant. CAA reserves the right, in its sole discretion, to terminate, cancel, modify or suspend this Contest or these Contest Rules for any reason including should a virus, bug, unauthorized human intervention or other cause beyond the reasonable control of CAA corrupt or affect the security, integrity, fairness, or proper administration of the Contest. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest is illegal, and should such an attempt be made, CAA reserves the right to seek remedies and damages to the fullest extent permitted by law, including, where appropriate, criminal prosecution. Entries are subject to verification and will be declared invalid and disqualified if they are illegible, mechanically reproduced, mutilated, forged, falsified, altered or tampered with in any way.

LIMITATION OF LIABILITY AND RELEASES

17. BY ENTERING THE CONTEST, ENTRANTS AGREE TO RELEASE CAA AND ITS AFFILIATED COMPANIES, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, SUPPLIERS, SPONSORS, ADMINISTRATORS, REPRESENTATIVES AND AGENTS, INCLUDING BUT NOT LIMITED TO CAA'S ADVERTISING AND PROMOTIONAL AGENCIES (THE "**RELEASEES**") FROM ANY AND ALL LIABILITY CLAIMS OR ACTIONS OF ANY KIND WHATSOEVER (INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) TO PERSONS OR PROPERTY RESULTING FROM: (a) PARTICIPATION IN THE CONTEST, (b) ACCEPTANCE, POSSESSION, MISUSE OR USE OF ANY PRIZE OR (c) ANY CLAIMS BASED ON PERSONALITY OR PRIVACY RIGHTS, DEFAMATION OR MERCHANDISE DELIVERY. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, therefore such exclusions may not apply to you.
18. Refusal by an entrant to accept the Prize or any part of the Prize releases and forever discharges CAA and its agents from all obligations related to the Prize, including delivery.
19. CAA assumes no responsibility for entries which are late, lost, stolen, damaged, illegible, incomplete, misdirected, postage due, destroyed or delayed. CAA assumes no responsibility for any failure of any Contest website or computer systems during the Contest Period, 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 entry including an online entry to

be received by CAA on account of technical problems 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 property (including computer) related to or resulting from participating in, or downloading any material in relation to the Contest.

20. CAA's suppliers are independent third parties over which CAA does not exercise any control. CAA is not responsible for the acts or omissions of these suppliers, nor does it assume any responsibility for any claims, losses, damages, costs, expenses, delays or loss of enjoyment to the Winner.

PRIVACY/PUBLICITY

21. CAA and its designated representatives will collect, use, and disclose the personal information you provide when you enter the Contest for the purposes of administering the Contest, prize fulfillment and for any purpose required or permitted by law. CAA may, from time to time, upon consent of the entrant (if required by law), use the personal information provided in connection with this Contest to (i) contact selected entrants for the purpose of notifying him/her, (ii) contact entrants directly regarding products and services provided by CAA and its affiliates, and (iii) research the effectiveness of websites and the marketing, advertising and sales efforts of CAA and its affiliates. Please see CAA's Privacy Policy at www.caasco.com/privacy/ / https://www.caamanitoba.com/privacy_policy/ / <https://caaneo.ca/about/privacy-policy/> / <https://caaniagara.ca/privacy-policy/> for more information.
22. By participating in this Contest, entrants consent to the use of their name, city of residence, voice, photograph, image or likeness in any publicity or advertisement carried out by or on behalf of CAA in connection with this Contest, without any further payment or consideration.

GENERAL RULES

23. This Contest is subject to all applicable federal, provincial, and municipal laws and shall be governed by the laws of Ontario and Manitoba. All entries become the property of CAA and none will be returned. Online entries must be made by the original, manual keystrokes of the individual entrant. Use of mechanical assistance, form filling software, or robotic assistance is prohibited. Only one (1) entrant's name may appear on the entry form.
24. In the event of a dispute as to the identity of a selected entrant based on an e-mail address, the winning entry will be deemed to have been made by the Authorized Account Holder of the e-mail address at the time of entry. The "**Authorized Account Holder**" is the natural person who is assigned an e-mail address by an internet service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the e-mail address in question.
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