

“IRVING REWARDS” CONTEST



CERTIFICATE OF COMPLIANCE, RELEASE, AND INDEMNITY AGREEMENT

THIS AGREEMENT AFFECTS IMPORTANT LEGAL RIGHTS – PLEASE READ IT CAREFULLY.

For the purposes of the following Agreement, the term “Contest Entities” shall mean individually and collectively Irving Oil Corporation, their Contest prize sponsors, Contest suppliers, affiliates and agents, and their respective directors, officers, employees, agents, shareholders, subsidiaries, and affiliates.

CERTIFICATE OF COMPLIANCE

- 1) I have read, understood, and complied with the Contest’s Official Rules and agree to be bound by them.
- 2) I was the age of majority or older as of the Contest Start Date.
- 3) I am presently a legal resident of Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island or Vermont.
- 4) I am not an employee of, nor an immediate family member of, any of the Contest Entities.

PUBLICITY RELEASE

In consideration of my acceptance of the Prize I hereby agree to permit the Contest Entities to use my name, voice, picture, or other likeness for advertising, marketing, public relations, or other promotional purposes without further compensation therefore.

LIABILITY RELEASE

I understand and acknowledge that there may be serious risks of bodily injury and/or death and/or property damage associated with the use or misuse of the Prize. I fully understand and acknowledge all such risks and voluntarily assume the same. In consideration of my acceptance of the Prize, on behalf of myself, my heirs, executors, administrators, and assigns, I hereby **RELEASE AND FOREVER DISCHARGE** the Contest Entities from and against any and all Claims (which term includes without limitation all costs and liabilities of any kind (including solicitor fees), actions, claims, causes of action, or proceedings for damages), **INCLUDING ANY CLAIMS ARISING FROM ANY ACT OF NEGLIGENCE OF THE CONTEST ENTITIES**, that I now have, or may hereafter have against the Contest Entities directly or indirectly resulting or arising from: (i) my participation in the Contest, or the awarding, acceptance, use, or misuse of the Prize, or my traveling to, preparing for, or participating in any Contest-related or Prize-related activity; or (ii) the publicity rights I have granted to the Contest Entities as described in the Publicity Release above.

INDEMNITY

In consideration of the acceptance of my entry in the Contest and my acceptance of the Prize, I agree to indemnify, defend, and hold harmless the Contest Entities from any and all Claims (defined above), **INCLUDING ANY CLAIMS ARISING FROM ANY ACT OF NEGLIGENCE OF THE CONTEST ENTITIES**, directly or indirectly resulting or arising from: (i) my participation in the Contest, or my acceptance, use, or misuse of the Prize, or my traveling to, preparing for, or participating in any Contest-related or Prize-related activity; or (ii) any misrepresentation by me contained in this Agreement.

OTHER IMPORTANT TERMS

I understand that I am required to pay any title, license, insurance, registration fees, or taxes associated with the award of the Prize. I agree that any claim or dispute with respect to the Contest, the Prize, or this Agreement shall be: (i) governed by and interpreted in accordance with the laws of the State of New Hampshire, exclusively; and (ii) resolved in either the state courts located in New Hampshire. I agree that if any portion of this Agreement is determined to be unenforceable by a court of law, all other parts of this Agreement shall remain in full force and effect, and that the conditions and covenants herein shall be binding on my heirs and assigns.

I ACCEPT THE PRIZE “AS IS.” I UNDERSTAND THAT THE CONTEST ENTITIES HAVE NOT MADE ANY WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE PRIZE, OR ANY SUBSTITUTE PRIZE. I HAVE CAREFULLY READ AND UNDERSTOOD THIS ENTIRE AGREEMENT AND AGREE TO BE BOUND BY ITS CONTENTS.