## PDAC Contest, March 8-11, 2021 - Official Draw Rules

Official Contest Rules for the PDAC 2021 Contest (the "Contest") offered by The Saskatchewan Research Council ("SRC").

The Contest gives you a chance to win the prize described in these Contest rules (the "Rules"). The Contest will run from 11:00 a.m. EST on March 8, 2021 until 12:00 p.m. EST on March 11, 2021 (the "Contest Period").

THE CONTEST IS NOT SPONSORED, ENDORSED, ADMINISTERED BY, OR ASSOCIATED WITH THE PROSPECTORS AND DEVELOPERS ASSOCIATION OF CANADA (PDAC).

BY ENTERING THE CONTEST, AN ENTRANT REPRESENTS THAT IT SATISFIES ALL OF THE ELEGIBILITY REQUIREMENTS SET FORTH IN THESE RULES AND AGREES TO BE BOUND UNCONDITIONALLY BY THESE RULES AND ALL DECISIONS OF SRC, WHICH ARE FINAL AND BINDING WITH RESPECT TO ALL MATTERS RELATING TO THE CONTEST.

1. CONTEST PARTICIPATION: No purchase necessary. To enter the Contest, complete all required fields on the online Entry Form ("Entry") hosted on SRC's website and submit the entry form before the contest end time.

The Contest is limited to one entry per person. This Contest ends on the closing date identified above. Entries received after the Contest ends will not be accepted. Any Entry may be rejected if (in the sole and absolute discretion of SRC) the Entry is not fully completed with all required information and submitted and received during the Contest Period.

- 2. PRIZE AND APPROXIMATE RETAIL VALUE: There is one (1) grand prize ("the Prize") to be won in the Contest. The Prize consists of a credit towards service(s) from SRC's Mining and Energy Division valued up to a maximum CAD \$10,000, redeemable only between April 1, 2021 and March 31, 2022. The Prize is only eligible toward a new service agreement and the value cannot be applied to an existing service agreement with SRC. The Prize will only be awarded to the company that is listed on the entry form, must be accepted as awarded and is not transferable nor assignable nor changeable. All prizes are awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). No prize substitutions are allowed, except at SRC's sole discretion. If for any reason a prize cannot be awarded as described in these Rules, a prize of equal or lesser value may be substituted by SRC at its sole discretion. All incidental costs and expenses not specifically referred to herein are not included and are the sole responsibility of the winner.
- 3. WINNER: One winner will be randomly drawn from all eligible entries received by March 11, 2021 by SRC. The odds of winning depend upon the number of eligible entries received.

SRC will make a maximum of three (3) attempts to contact the selected entrant using the email address or phone number provided at the time of entry. If the selected entrant cannot be contacted within the three attempts, or if there is a return of any notification as undeliverable; then he/she may, in the sole and absolute discretion of SRC, be disqualified (and, if disqualified, will forfeit all rights to a Prize) and SRC reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate eligible entrant from among the remaining eligible entries (in which case the foregoing provisions of this section shall apply to such newly selected entrant).

TO BE DECLARED A WINNER, the selected entrant must correctly answer a mathematical skill-testing question without mechanical aid to be completed at time of entry or posed by telephone at a mutually convenient time and date; and, if requested by SRC, sign and return a standard form Declaration and Waiver confirming his or her or its acceptance and compliance with these Rules and releasing SRC and its respective employees, directors, officers, affiliates, representatives, parent companies, subsidiaries, professional advisors, and advertising and promotional agencies ("Released Parties") from any and all liability arising out of, pursuant to, or as a result of the carrying out of the Contest, including, without limitation, liability arising from the acceptance of and usage of the prize as awarded, the administration of the Contest and the selection of the winner.

4. ELIGILITY: The Contest is open to companies with offices in the United States, except Puerto Rico, and Canada, excluding Quebec, at the time of entry. Entrants must have reached the legal age of majority in their province, territory or state. This Contest is not open to (i) directors, officers, or employees of SRC or its advertising and promotional agencies, and (ii) any person who is an immediate family member of, or domiciled with, any of the persons described in (i) above. "Immediate family member" means parents, siblings, children, and spouses. The contest is void where prohibited or restricted by law.

5. CONSENT TO USE INFORMATION: By entering the Contest and submitting an Entry, each entrant: (i) without limitation grants SRC, in perpetuity, a non-exclusive license to publish, display, reproduce, modify, edit or otherwise use his/her Entry, in whole or in part, for advertising or promoting the Contest or for any other reason without further notice or compensation; (ii) waives all moral rights in and to his/her Entry in favour of SRC; and (iii) agrees to release and hold harmless SRC and each of its respective agents, employees, directors, successors, and assigns ("Released Parties") from and against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property related cause of action that relate in any way to the Entry. For greater certainty and the avoidance of any doubt, SRC reserves the right, in its sole and absolute discretion and at any time, to modify, edit or disqualify any Entry if a complaint is received with respect to the Entry, or for any other reason. If such an action is necessary at any point, then the SRC reserves the right, in its sole and absolute discretion, to disqualify the Entry and/or the associated entrant. If SRC determines, in its sole and absolute discretion, to disqualify the Entry and/or the associated entrant.

## **GENERAL RULES**

- 6. All Entries become the property of SRC and are subject to verification and may be declared invalid if they are determined by SRC, in its sole discretion, to violate these Rules.
- 7. By entering the Contest, each entrant hereby releases the Released Parties from any and all liability whatsoever, and waives any and all causes of action, related to any injuries, loss or damage of any kind to any person or persons (including, without limitation, death or personal injuries, property damage, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional) resulting in whole or in part, directly or indirectly, from acceptance, possession, use and misuse of, and inability to use, any prize or any part of any prize or otherwise related in any way whatsoever to participation in the Contest.
- 8. By entering the Contest, each entrant agrees to fully indemnify and hold harmless the Released Parties against any and all liability, damages or causes of action (however named or described) with respect to or arising out of: (i) such entrant's participation in the Contest, (ii) the receipt or use of any prizes awarded therein; and (iii) the administration of the Contest and distribution of the prizes awarded therein.
- 9. By entering this Contest, each entrant expressly consents to SRC, 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 and in accordance with SRC's privacy policy (available at: <a href="https://www.src.sk.ca/privacy">https://www.src.sk.ca/privacy</a>), in accordance with Canada's Anti-Spam Legislation. Any other consent that the Entrant has given to SRC to receive commercial electronic messages which are currently in effect, shall not be affected by the request for consent made pursuant to this Contest.
- 10. Without limiting the generality of any other term of these Rules, the Released Parties shall not be liable for any damages caused or alleged to be caused by: any entry, prize or other correspondence or data that is lost, stolen, late, garbled, distorted, delayed, damaged or misdirected for any reason; for any incorrect, untimely or inaccurate information, whether caused by the site, users or by equipment or programming errors associated with or utilized in the Contest; for any technical or human error which may occur in the processing of any entry or entries in the Contest.
- 11. SRC is not responsible for commencing, continuing or completing the Contest draws or awarding the prizes in the event of circumstances beyond the control of SRC.
- 12. If for any reason the Contest cannot be executed as planned, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of SRC that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Contest, SRC reserves the right, at its sole discretion, to disqualify any entrant who tampers with the entry process and/or to cancel, terminate, modify or suspend the Contest in whole or in part.
- 13. The Contest is subject to all applicable provincial, local, and national laws and regulations. Except where prohibited by law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules or the rights and obligations as between entrant and SRC and any of the Released Parties in connection with the Contest shall be governed by and construed in accordance with the laws of the Province of Saskatchewan, including procedural provisions, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws. The

invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.