

**THE KEEN KIDS STEP INTO WINTER CONTEST (“Contest”)  
OFFICIAL RULES AND REGULATIONS  
THIS CONTEST IS OPEN TO CANADIAN RESIDENTS ONLY  
AND IS GOVERNED BY CANADIAN LAW**

**Standard data rates apply to participants who choose to participate in the Contest via a mobile device. Please contact your service provider for pricing and service plan information and rates before mobile device participation.**

**1. CONTEST PERIOD:**

The Contest begins on September 15, 2018 at 12:00:01 a.m. Eastern Time (“ET”) and ends on November 15, 2018 at 11:59:59 p.m. ET (the “Contest Period”). The sole determinant of the time for the purposes of this Contest will be the official time-keeping device(s) used by KEEN Canada Outdoor, ULC. (the “Sponsor”).

**2. ELIGIBILITY:**

Contest is open to residents of Canada who have reached the legal age of majority in their province or territory of residence at the time of entry; except employees, representatives or agents (and those with whom such persons are domiciled, whether related or not) of the Sponsor, its parent companies, subsidiaries, affiliates, prize suppliers, advertising/promotion agencies and any other individual or entity involved in the development, production, implementation, administration, or fulfillment of the Contest (collectively with the Sponsor, the “Contest Parties”). By participating in this Contest, you are signifying your agreement that you have read and agree to be legally bound by these Official Rules and Regulations (the “Rules”).

**3. HOW TO ENTER - NO PURCHASE NECESSARY:**

- i) **Purchase Entry:** To enter the Contest, eligible entrants must go to: [www.stepintokeen.com](http://www.stepintokeen.com) (the “Website”) and follow the on-screen instructions to obtain and fully complete the official Contest Entry Form (the “Entry Form”), which requires you to: (a) enter your first name, last name, valid email address and telephone number; (b) indicate that you have read, accept and agree to be legally bound by the terms and conditions of these Rules; and (c) upload an image of your sales receipt (a “Receipt Image”) showing the purchase of any KEEN Kids’ Lumi Boots purchased during the Contest Period from an authorized KEEN retailer (online or physical store) or from Keenfootwear.com. Receipt must be dated during the Contest Period, and your Receipt Image must clearly show item(s) purchased, name of retailer, amount of purchase, and date and time of purchase. Each receipt can only be used once to participate in the Contest – subsequent submissions of the same receipt will be void. To be valid, your Receipt Image must be a GIF, JPG or PNG image and no more than 5 MB in size. When you have fully completed the Entry Form (including uploading a Receipt Image, providing all of the required information) and you have agreed to the Rules, click the “Enter” button and you will be eligible to receive one (1) entry (a “Purchase Entry”) into the Contest. In order to be eligible, your Purchase Entry (and all components thereof) must be submitted and received in accordance with these Rules during the Contest Period.
- ii) **No Purchase Photo Entry:** To enter the Contest without making a purchase, eligible entrants may go to a KEEN retailer and take a photograph of a pair of KEEN Kids’ Lumi Boots (“Photo Image”). Next, go to the Website and follow the on-screen instructions to obtain and fully complete the official Entry Form, which requires you to: (a) enter your first name, last name, valid email address and telephone number; (b) indicate that you have read, accept and agree to be legally bound by the terms and conditions of these Rules; and (c) upload your Photo Image. Each Photo Image must be original and can only be used once to participate in the Contest – subsequent submissions of the same Photo Image will be void. To be valid, your Photo Image must be a GIF, JPG or PNG image and no more than 5 MB in size. When you have fully completed the Entry Form (including uploading a Photo Image, providing all of the required information) and you have agreed to the Rules, click the “Enter” button and you will be eligible to receive one (1) entry (a “No Purchase Photo Entry”) into the Contest. In order to be eligible, your No Purchase Photo Entry (and all components thereof) must be submitted and received in accordance with these Rules during the Contest Period.
- iii) **No Purchase Mail Entry:** If you are an eligible entrant, you may enter the Contest by printing your first name, last name, telephone number, and valid email address on a plain white piece of paper and mailing it (in an envelope with sufficient Canadian postage) along with a fifty (50) word or more unique and original handwritten essay on how KEEN Kids’ Lumi Boots can keep children warm and dry to: KEEN Kids Step Into Winter Contest, P.O. Box 4099, Paris, Ontario, N3L 3W9 (collectively, a “Request”). Upon receipt a valid Request in accordance with these Rules, you will be eligible to receive one (1) No Purchase Mail Entry (“No Purchase Mail Entry”). To be eligible, a Request must be post-marked during the Contest Period and received by no later than four (4) business days after the close of the Contest Period. Your Request must be sent in a separate envelope with sufficient Canadian postage (multiple Requests in the same envelope will be void). The Released Parties (as defined below in Rule 4) take no responsibility for any lost, stolen, delayed, illegible, damaged, misdirected, late or destroyed Requests (all of which are void). No mechanically reproduced Requests or facsimiles will be permitted. For greater certainty, any eligible entrant may submit a Request.

Purchase Entries, No Purchase Photo Entries and No Purchase Mail Entries will each be referred to collectively as an “Entry” and collectively as “Entries.”

#### 4. ENTRY LIMITS:

**There is a limit of one (1) Entry per person, regardless of method of Entry.** To be eligible, the Receipt Image associated with a Purchase Entry or the Photo Image associated with a No Purchase Entry must be unique and original (i.e. you cannot submit the same Receipt Image or Photo Image more than one (1) time in this 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: use multiple names, multiple identities, multiple email addresses, and/or any automated, macro, script, robotic or other system(s) or program(s), and/or any other means not in keeping with the Sponsor’s interpretation of the letter and spirit of these Rules to enter or otherwise participate in or to disrupt this Contest; then he/she may be disqualified from the Contest in the sole and absolute discretion of the Sponsor. The Contest Parties and each of their respective agents, employees, directors, successors, and assigns (collectively, the “Released Parties”) are not responsible for, and accept no liability whatsoever in relation to, any late, lost, misdirected, delayed, incomplete or incompatible Entry Forms or Requests (all of which are void). An Entry may be rejected if, in the sole and absolute discretion of the Sponsor the Entry Form (including, but not limited to, the associated Image) or Request is not submitted and received in accordance with these Rules.

#### 5. VERIFICATION:

All Entries, Entry Forms (including the associated Receipt Image or Photo Image), Requests and entrants are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government-issued photo identification): (i) for the purposes of verifying an individual’s eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Entry, Entry Form (including the associated Receipt Image or Photo Image), Requests and/or other information entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with the Sponsor’s interpretation of the letter and spirit of these Rules. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification in the sole and absolute discretion of the Sponsor.

#### 6. PRIZES:

**Grand Prize:** There is one (1) Grand Prize (the “Grand Prize”) available to be won consisting of one (1) cheque for \$10,000 CAD (payable in the name of the confirmed winner), which is intended to be used by the confirmed winner towards the purchase of a Registered Education Savings Plan (“RESP”).

Without limiting the generality of the foregoing, the following general conditions apply to the Grand Prize: (i) Grand Prize must be accepted as awarded and is not transferable or assignable (except as may be specifically permitted by Sponsor in its sole and absolute discretion); (ii) no substitutions are permitted, except at Sponsor’s option; (iii) Sponsor reserves the right at any time to substitute the Grand Prize for any reason with a prize of equal or greater value.

**Secondary Prizes:** There are five (5) Secondary Prizes (each a “Secondary Prize”, collectively “Secondary Prizes”) available to be won, each consisting of a voucher for one (1) pair of KEEN footwear, winner’s choice of style and size, subject to availability, with an approximate retail value (“ARV”) of up to \$320 CAD. Voucher is redeemable for one (1) pair of footwear only, and any difference between the maximum value of the voucher and the actual value of the KEEN footwear selected will not be awarded. Each Secondary Prize must be accepted as awarded and is not transferable, assignable or convertible to cash (except as may be specifically permitted by Sponsor in its sole and absolute discretion). No substitutions are permitted, except at Sponsor’s option. Sponsor reserves the right, in its sole and absolute discretion, to substitute any Secondary Prize or a component thereof with a prize of equal or greater retail value, including, without limitation, but at Sponsor’s sole and absolute discretion, a cash award. All vouchers are subject to the terms and conditions of the issuer. The Grand Prize and the Secondary Prizes will be referred to collectively as “Prizes” and are each a “Prize.”

None of the Released Parties makes any representation or offers any warranty, express or implied, as to the quality or fitness of any Prize awarded in connection with the Contest. To the fullest extent permitted by applicable law, each confirmed winner understands and acknowledges that he or she may not seek reimbursement or pursue any legal or equitable remedy from either the Sponsor or any of the other Released Parties should his/her Prize fail to be fit for its purpose or is in any way unsatisfactory. For greater certainty and the avoidance of any doubt, by accepting a Prize, each confirmed winner agrees to waive all recourse against the Sponsor and all of the other Released Parties if his/her Prize or a component thereof does not prove satisfactory, either in whole or in part. **There is a limit of one (1) Prize per person.**

#### 7. RANDOM DRAW:

On November 23, 2018 (the “**Draw Date**”) in Brantford, Ontario at 12:00 p.m. ET, six (6) eligible entrants will be selected by random draw from among all eligible Entries received in accordance with these Rules. The first eligible entrant drawn will be eligible to win the Grand Prize and the second through sixth eligible entrants drawn will each be eligible to win a Secondary Prize, subject to compliance with these Rules. The odds of winning a Prize depend on the number of eligible Entries received in accordance with these Rules.

#### **8. ELIGIBLE WINNER NOTIFICATION AND CONFIRMATION:**

The Sponsor or its designated representative will make a minimum of three (3) attempts to contact each eligible winner within five (5) business days of the Draw Date. If an eligible winner cannot be contacted within five (5) business days of the Draw Date, or if there is a return of any notification as undeliverable; then he/she may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the applicable Prize) and the Sponsor reserves the right, in their sole and absolute discretion and time permitting, to randomly select an alternate eligible entrant from among the remaining applicable eligible Entries received in accordance with these Rules in accordance with the procedures outlined in Rule 7 (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner).

NO ONE IS A WINNER UNLESS AND UNTIL THE SPONSOR OFFICIALLY CONFIRM HIM/HER AS A WINNER IN ACCORDANCE WITH THESE RULES. BEFORE BEING DECLARED AS A CONFIRMED PRIZE WINNER, a potential Prize winner will be required to: (a) correctly answer a mathematical skill-testing question without mechanical or other aid; and (b) sign and return within three (3) business days of notification the declaration and release form provided by the Sponsor’s designated administrator (the “**Declaration and Release Form**”), which (among other things): (i) confirms compliance with these Rules; (ii) acknowledges acceptance of the applicable Prize (as awarded); (iii) releases the Released Parties from any and all liability in connection with this Contest, his/her participation therein and/or the awarding and use/misuse of a Prize or any portion thereof; and (iv) agrees to the publication, reproduction, communication to the public by telecommunication and/or other use of his/her name, city and province/territory of residence, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner whatsoever, including print, broadcast or the internet, worldwide in perpetuity. If a potential Prize winner: (a) fails to correctly answer the skill-testing question; (b) fails to return the properly executed Contest documents, including for greater clarity, the Declaration and Release Form, within the specified time; (c) cannot accept (or is unwilling to accept) the applicable Prize (as awarded) for any reason; and/or (d) is determined to be in violation of these Rules (all as determined by the Sponsor in its sole and absolute discretion); then he/she will be disqualified (and will forfeit all rights to the applicable Prize) and the Sponsor reserve the right, in its sole and absolute discretion and time permitting, to randomly select an alternate eligible entrant from among the remaining applicable eligible Entries received in accordance with these Rules in accordance with the procedures outlined in Rule 7 (in which case the foregoing provisions of this section shall apply to such newly selected potential Prize winner).

#### **9. GENERAL CONDITIONS:**

This Contest is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all entrants without right of appeal. ANYONE DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THE SPONSOR’S INTERPRETATION OF THE LETTER AND/OR SPIRIT OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.

The Released Parties will not be liable for: (i) any failure of any website or any platform during the Contest; (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Entry Form, Receipt Image, Photo Image, Request and/or other information to be received, captured or recorded for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the Internet or at any website; (iv) any injury or damage to an entrant’s or any other person’s computer or other device related to or resulting from participating in the Contest; (v) anyone being incorrectly and/or mistakenly identified as a winner or eligible winner; and/or (vi) any combination of the above.

In the event of a dispute regarding who submitted an Entry, Entry will be deemed to have been submitted by the authorized account holder of the email address associated with the Entry in question. Authorized account holder is defined as the person who is assigned to an email Account an email address by an internet provider, online service provider, or other organization (e.g. business, educational institute, etc.) that is responsible for assigning email addresses for the domain associated with the applicable email address (as applicable) (“**Authorized Account Holder**”). An entrant may be required to provide proof (in a form acceptable to the Sponsor) that he/she is the Authorized Account Holder of the email address (as applicable) associated with the Entry in question.

The Sponsor reserves the right, subject only to the approval of the Régie des alcools, des courses et des jeux (the “**Régie**”) in Quebec, to cancel, withdraw, amend or suspend this Contest (or to amend these Rules) in any way, in the event of any cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules, including, without limitation, any error, problem, computer virus, bugs, tampering, unauthorized intervention, fraud or failure of any kind whatsoever. Any attempt to undermine the legitimate operation of this Contest in any way (as determined by Sponsor in its sole and absolute discretion) may be a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor reserves the right, subject only to the approval of the Régie in Quebec, to cancel, amend or suspend this Contest, or to amend these Rules, in any way without prior notice or obligation, in the event of any accident, printing,

administrative, or other error of any kind, or for any other reason whatsoever. The Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law.

By entering this Contest, each entrant expressly consents to the Sponsor, its agents and/or representatives, collecting, using, retaining and disclosing the personal information submitted for the purpose of administering the Contest and in accordance with Sponsor's privacy policy (available at: <https://www.keenfootwear.com/en-ca/keen-legal-info?pageTitle=Privacy%2520Policy&id=privacypolicy>). This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use, retaining and/or disclosure of their personal information.

The Sponsor reserves the right, subject only to the approval of the Régie in Quebec, to adjust any of the dates, timeframes and/or other Contest mechanics stipulated in these Rules, to the extent deemed necessary by Sponsor, for purposes of verifying compliance by any entrant, Entry, Image(s), Request and/or other information with these Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules, or for any other reason.

For Quebec residents: Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the board only for the purpose of helping the parties reach a settlement.

In the event of any discrepancy or inconsistency between the terms and conditions of these English Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to, the French version of these Rules, point of sale, television, print or online advertising and/or any instructions or interpretations of these Rules given by any representative of the Sponsor, the terms and conditions of these English Rules shall prevail, govern and control to the fullest extent permitted by law.

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 the terms as if the invalid or illegal provision were not contained herein.

To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules or the rights and obligations of participants, Sponsor or any of the other the Released Parties in connection with the Contest will be governed by and construed in accordance with the domestic laws of the Province of Ontario and the federal laws of Canada applicable therein, 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 parties hereby consent to the exclusive jurisdiction and venue of the courts located in Ontario in any action to enforce (or otherwise relating to) these Rules or relating to this Contest.