Official Rules and Regulations

February 1, 2021 – April 30, 2021

- 1. Eligibility: The "Work Smarter" contest is open only to residents of Canada and the United States, who have reached the age of maturity in their state/province at the time of the entry. Employees, representatives, agents, members and directors (as well as members of their immediate family or household, including common-law partners and persons with whom they reside) of Walter Surface Technologies Inc. and its respective subsidiaries (including, but not limited to, its sister companies, parents and subsidiaries), advertising and promotional agencies, suppliers of materials or services related to the contest are not eligible. Contest is subject to federal, provincial, municipal, territorial and local laws and regulations and is void where required by law.
- **2. Sponsor:** Walter Technologies Surface Technologies Inc., 5977 Autoroute Transcanadienne, Pointe-Claire, Québec, H9R 1C1, Canada.
- **3.** Acceptance of Official Rules: Contest participants fully and unconditionally accept the official rules and the decisions of the sponsor, which are final and binding on any matter related to this contest. To receive a prize, the conditions below must be met.
- **4. Contest Period:** The contest begins the 1st of January 2021 at 12:01am, Eastern Time (ET) and finishes April 30 2021 at 11:59pm (ET). The site http://www.time.gov/ will serve as the official stopwatch for the contest.
- **5. How to enter**: Visit www.onlythebest.walter.com/worksmarter to share your story. Complete and submit all required information on the form including first name, last name, email, phone number, company name, job title, postal code or zip code, yearly abrasive usage and answer "how do you work smarter?". By uploading your entry form, you agree to abide by the guidelines and restrictions on content as set out below (collectively, the "Guidelines and Restrictions") and acknowledge that the Sponsor may, in its sole discretion, cancel your entry or disqualify you from the contest if it believes that your entry does not comply with the Guidelines and Restrictions.

Restrictions on Contest of Entries

- An entry may not contain any material that violates or infringes upon the rights of others, including, but not limited to, privacy, intellectual property rights and publicity rights, or that constitutes copyright infringement;
- An entry may not violate the Sponsor, the Administrator or any other person or party affiliated with the Contest;
- Entries may not contain images or illustrations not authorized by the entrant;

- An entry cannot contain any inappropriate, indecent, obscene, hateful, tortious, defamatory or libellous material;
- An entry may not contain material that promotes intolerance, racism, hatred, violence against any group or individual or promotes discrimination on the basis of race, gender, religion, nationality, disability, sexual orientation or age; and
- A submission may not contain any material that is illegal, in violation or in violation of the laws and regulations in force where the submission is created.
- 6. Limit: THERE IS NO LIMIT OF PARTICIPATION PER PERSON AS LONG AS STORIES RELATE TO DIFFERENT PROJECTS AND DESCRIPTIONS ARE UNIQUE & DIFFERENT. Entries generated by script, macro or any other automated means are void. Entrants must have obtained permission from any individual appearing in their submission (if applicable) to use their name and likeness in the submission and to grant the rights herein. Participants must be able to present such authorizations upon request in a form acceptable to the Sponsor. By uploading the entry, the entrant grants the Sponsor the irrevocable, perpetual, non-exclusive, royalty-free right to use, reproduce, modify, publish, create derivative works from, display the entry, in whole or in part, worldwide, and to incorporate the entry into other works in any form, media or technology now known or later developed for promotional and marketing purposes. If so requested, the entrant will be required to sign any document required by the Sponsor or its representatives in order to make use of the non-exclusive rights granted by the entrant to use the Essay. The Released Parties (as defined in Rule 10 below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, unintelligible, inconsistent or misdirected entries, all of which are void. In the event of a dispute regarding any entry, the authorized account holder of the e-mail address used to enter will be deemed to be the entrant and must comply with these Official Rules. Authorized account holder" is defined as an individual who is assigned to an email address by an Internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each entrant may be required to provide proof that he/she is the authorized account holder.
- **7. Selection of the winner**: All submissions will be reviewed by our panel and a winner will be chosen based on description of the project, craftsmanship required, metal working steps description, size of the project and complexity. The Sponsor will choose the winner on May 15th, 2021 in Montreal, Quebec and distribute the prize offered during the Contest Period among the eligible entries received by the Contest Closing Date. Walter reserves the right to revoke the prize if entries are deemed fake or incomplete. If a winner has not properly completed all required fields, the winner will be deemed to have declined the prize and the Sponsor may then randomly select an alternate winner from among the eligible entries. Winners will be notified by email or telephone. The winner may be required to complete and return an authorization form in order

to claim their prize. A prize will be deemed declined if it is returned as undeliverable or upon receipt of three undeliverable email notifications.

8. Winner Requirements: The potential winner will be notified by email or telephone on or about May 15, 2021. Except where prohibited by law, the Potential First Prize Winner must sign and return the Declaration of Compliance, Release and Authorization for Publicity to Sponsor within seven (7) days of the date of the notification or attempted notification sent to claim his/her prize. If a potential winner cannot be contacted, fails to complete and return the declaration or other required information within the specified time period, does not comply with these Official Rules, or if the prize is returned undeliverable, the potential winner will have the prize forfeited. In the event a potential winner is disqualified for any reason, the prize may be awarded to an alternate winner selected at random at the Sponsor's sole discretion. Only three (3) alternate winners may be determined, after which time the prize will remain unawarded. Receipt of any prize constitutes each winner's consent to Sponsor and its representatives to use the name, city, company name, photo, image, text or prize information related to the Contest for promotional, advertising or other purposes worldwide in any and all media now known or hereafter developed including, but not limited to, the Internet, without payment, notice, permission or any other consideration, except where prohibited by law. Without limiting the generality of these Official Rules, each winner shall fully and irrevocably grant, assign, transfer to Sponsor the rights to the Essay and any renewal or extension of the copyright and ensure registration of such copyright in perpetuity, including, but not limited to, the right to use the Essay for any purpose whatsoever, in any and all media now known or hereafter developed, worldwide. The Sponsor shall incur no liability to the extent that the Sponsor chooses to restrict any exploitation of its rights. Each winner will indemnify the Sponsor, the Released Parties (as described in Rule 10 below) or any holder of the Sponsor from and against any and all claims, damages, liability and expenses (including attorneys' fees and legal expenses) arising out of any breach of these terms and conditions.

9. Prize:

- A. ONE (1) GRAND PRIZE TO BE WON. One Grand Prize of \$1000 USD (participants from the United States) or \$1,000 CAD (participants from Canada) will be drawn.
- B. Prizes are non-transferable and no substitutions will be made, except at Sponsor's sole discretion. Sponsor reserves the right to substitute a prize of equal or greater value if the designated prize is no longer available for any reason. Limit: one (1) prize per person.
- **9.1. Acceptance of the prize.** The prize must be accepted as described in these contest rules and may not be transferred in whole or in part to another person, substituted for another prize or exchanged for cash, except as otherwise provided in the contest rules.
- **10. Waiver**: By receiving a prize, winners agree to release and hold harmless the Sponsor and its respective parent companies, subsidiaries, affiliates, suppliers, distributors, advertising/promotional agencies, prize suppliers and each of their respective parent companies

and members/directors, employees and agents of these companies (collectively, the Released Parties) from any and all claims or causes including, but not limited to, personal injury, death, damage or loss to property arising out of participation in the Contest or receipt, use or misuse of any prize.

- 11. General Conditions: The Sponsor reserves the right to cancel, suspend or modify the Contest, in whole or in part, if fraud, technical failures or any other factor beyond the reasonable control of the Sponsor corrupts the integrity or proper conduct of the Contest, as determined in the Sponsor's sole discretion and in accordance with the approval of the Régie des alcools, des courses et des jeux. The Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest, or to be acting in violation of the Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by anyone to deliberately undermine the legitimate operation of the Contest is a violation of criminal and civil laws, and should such an attempt be made, the Sponsor reserves the right to seek damages from any such individual to the fullest extent permitted by law. Sponsor's failure to enforce any term or condition of these Official Rules shall not constitute a waiver of such term or condition.
- 12. Limitations of Liability: The Released Parties are not liable for: (1) any incorrect or inaccurate information, whether caused by an entrant, printing, typographical or other error by any equipment or programming associated with or utilized in the Contest; (2) any technical malfunction including, but not limited to, malfunction, interruption or disconnection of telephone lines or computer hardware and software; (3) unauthorized human intervention in any submission process or the contest; (4) printing, typographical, technical, computer or human errors that may occur in the administration of the contest; downloading, processing or evaluating entries, votes or vote tabulation, prize announcements or in any material related to the contest; (5) any delayed, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage that may be caused, directly or indirectly, in whole or in part, to any person or property as a result of an entrant's submission to the contest or the receipt, use or misuse of any prize (including any travel or activity associated therewith). The Released Parties are not responsible for misdirected or undeliverable entries due to any technical problems of any kind, such as malfunctioning computer systems, servers, suppliers, hardware or software, lost network connections, failed, incomplete or delayed computer transmissions, or any combination thereof. The Released Parties are not responsible for any unauthorized use of any Submission by any third party.
- **13. Disputes:** Except where prohibited by law, entrant agrees that: (1) any litigation, claim or cause of action arising out of or related to the Contest or any prize awarded will be resolved individually, without resorting to any form of class action, and exclusively by the Court of Quebec (Montreal); and (2) any claim, judgment or award shall be limited to the costs incurred, including costs associated with entering the Contest, but in no event will attorneys' fees; and (3) in no event shall the entrant be entitled to receive any damages, and the entrant hereby waives any

right to claim for indirect, punitive, incidental or consequential damages, or any damages whatsoever other than costs incurred, any right to multiply or increase such damages. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the Province of Quebec. For Quebec residents only: 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 Régie only for the purpose of helping the parties reach a settlement.

Disqualification. The Organizer reserves the right to disqualify a person or cancel one or more entries from a person if he or she enters or attempts to enter this contest by using a means contrary to these rules or that is unfair to other participants (e.g., use of fraudulently obtained entry forms, entries beyond the permitted limit). This person could be referred to the competent legal authorities.

- **14. Personal information of participants**: Information collected from participants is subject to the Sponsor's privacy policy https://www.walter.com/en_CA/privacy-policy.
- **15. List of winners:** The list of winners will be available upon request at marketingsupport@walter.com.
- **16.** If any one or more section, subsection, sentence, clause, phrase, word, provision or application of this Ordinance shall for any person or circumstance be held to be illegal, invalid, unenforceable, and/or unconstitutional, such decision shall not affect the validity of any other section, subsection, sentence, clause, phrase, word, provision or application of this Ordinance which is operable without the offending section, subsection, sentence, clause, phrase, word, provision or application shall remain effective notwithstanding such illegal, invalid, unenforceable, and/or unconstitutional section, subsection, sentence, clause, phrase, word, provision or application, and every section, subsection, sentence, clause, phrase, word, provision or application of this Ordinance are declared severable. The legislature hereby declares that it would have passed each part, and each provision, section, subsection, sentence, clause, phrase or word thereof, irrespective of the fact that any one or more section, subsection, sentence, clause, phrase, word, provision or application be declared illegal, invalid, unenforceable, and/or unconstitutional.