

## TOP OIL EASY WIN COMPETITION 2023 – OFFICIAL RULES

The “Top Oil Easy WIN Competition” (the "Competition") is offered by Tedcastles Oil Products Unlimited Company trading as Top Oil ("Sponsor") and is being played at the Sponsor's Participating Retail Service Stations. Top Oil's Parent Company, Irving Oil Limited (“Irving Oil”) acts as Joint Data Controller (see Rule 7, below). The Competition is administered by WSP International Limited ("Administrator"). The Sponsor, Participating Retail Service Stations, Irving Oil and Administrator hereinafter will be referred to as the “Competition Entities”.

**NO PURCHASE NECESSARY TO PLAY.** PARTICIPATION IN THE COMPETITION CONSTITUTES THE ENTRANT'S (“ENTRANT” OR "YOU" OR "YOUR") FULL AND UNCONDITIONAL AGREEMENT AND ACCEPTANCE OF THESE OFFICIAL RULES INCLUDING THE DECISIONS OF THE SPONSOR, WHICH ARE FINAL ON ALL MATTERS RELATING TO THE COMPETITION.

**GENERAL COMPETITION INFORMATION:** The Competition is being played at approximately two-hundred and twenty-seven (227) participating Top Oil Retail Service Stations (“Participating Retail Service Stations”). To find a Participating Retail Service Station closest to you, visit <https://www.top.ie/competitions>. Go to [www.topoilwin.ie](http://www.topoilwin.ie) to enter to win prizes. See Rule 3 below for details on how you can enter and receive qualifying electronic entries into the competition (“entry or entries”) for a chance to win one of the prizes, as described in Rule 4 below. Any questions, concerns or comments regarding the Competition can be forwarded to [support@topoilwin.ie](mailto:support@topoilwin.ie) or by sending a self-addressed, stamped envelope to "Top Oil Easy WIN Competition, P1, East Point Business Park, Dublin3, D03 C825".

**1) COMPETITION DATES:** The Competition begins at 12:01 am GMT on April 5, 2023 (the "Competition Start Date") and is scheduled to end on May 30, 2023, at 11:59 pm IST (the "scheduled Competition End Date"). The period between the Competition Start Date and the scheduled Competition End Date is known as the "Competition Period". Certain components of the Competition may end on different dates, as indicated elsewhere in these Official Rules.

**2) WHO CAN PLAY:** The Competition is open to all legal residents of Ireland, who have reached the age of eighteen (18) years as of Competition Start Date. Employees, operators, owners, and directors of Participating Retail Service Stations (“Team Members”), as well as those persons that reside with any Team Member are **NOT** eligible to enter to win prizes in the Competition. Employees of the Sponsor and the Sponsor's parent, subsidiaries and affiliates as well as all General Managers, Chief Executive Officers and Board of Directors of any of the Participating Retail Service Stations ("Office Employees") as well as those persons that reside with any Office Employee are also **NOT** eligible to enter to win prizes in the Competition. Employees of the Administrator or the Sponsor's distributors, sales representatives, advertising and promotion agencies, and agents, participating prize sponsors, or any entity that the Sponsor contracts with, specific to this contest, as well as those persons that reside with such employees, are also **NOT** eligible to enter to win prizes in the Competition.

**3) HOW TO ENTER:** You can earn entries for the Competition in any of the following ways:

**A) Register for our Competition:** Visit [www.topoilwin.ie](http://www.topoilwin.ie) at any time during the Competition Period to register for the Competition and to receive one (1) registration entry. All registration entries are valid for the prize drawings (see Rule 4); follow the instructions on-screen to complete the electronic registration form, including but not limited to your name, valid email address, county of residence, and Participating Retail Service Station.

**B) Opt-in:** You will earn one (1) Opt-in Entry if you check the box on the online registration form indicating that you wish to receive information about the Competition and special offers from the Sponsor via email. You will earn one (1) additional Opt-in Entry if you check the box on the online registration form indicating that you wish to receive information about the Competition and special offers from the Sponsor via SMS text messages to your cell phone. You can change your mind about receipt of special offers from the Sponsor at any time and opt-out– see Rule 7 below for full details.

**D) Social Media Bonus Codes:** Throughout the Competition Period, Sponsor will offer Bonus Codes on certain social media or advertising platforms including but not limited to Facebook and Instagram. Sponsor will post Bonus Codes on their social media pages that customers registered for the competition can enter at [www.topoilwin.ie](http://www.topoilwin.ie). You will receive one (1) entry per Bonus Code entered. Bonus Codes can only be entered once. From time to time throughout the Competition Period, the Sponsor may also offer additional bonus entry offers (example: 10 x Entries) when customers enter their Bonus Codes during the specified offer period. These offers will be advertised and/or communicated by Sponsor and are time-limited. The Competition is in no way sponsored, endorsed, administered by, or associated with Facebook or Instagram or any other social media platforms.

See Rule 4, Table 1 below for prizes and drawing dates. To enter online you must have at a minimum Internet Explorer 9, Chrome 25.0, Mozilla Firefox 30.00, Opera 16, or Safari 4.0. In the event of a dispute as to who submitted an online entry, the entry will be deemed to be submitted by the “Authorized Email Account Holder” of the email address provided by an Internet access provider, online service provider or other organization (i.e., business, educational institution) that is responsible for assigning email addresses for the domain associated with the submitted email address.

All entries become the property of Sponsor and will not be returned. Competition Entities are NOT responsible for any lost, late, damaged, incomplete, illegible, misdirected, undeliverable or postage due mail; email, network, electronic, software, equipment, service, processing, accessibility or other errors, failures, or issues; unauthorized access, tampering, hacking, theft or destruction; or other technical or human error related to the promotion, execution or administration of the Competition.

**4) PRIZES:** There will be eight (8) draws held (one per week during the Competition Period) to randomly award a €250.00 Top Oil Gift Voucher, following the schedule in Table 1 below. Prize is valued at and limited to a maximum of €250.00. Total value of all prizes is €2,000.00.

**Table 1 – Prize Drawing Schedule:**

Prize	Value	Quantity Available	Draw Dates
€250.00 Top Oil Gift Voucher	€250.00	1	April 12, 2023
€250.00 Top Oil Gift Voucher	€250.00	1	April 19, 2023
€250.00 Top Oil Gift Voucher	€250.00	1	April 26, 2023
€250.00 Top Oil Gift Voucher	€250.00	1	May 3, 2023
€250.00 Top Oil Gift Voucher	€250.00	1	May 10, 2023
€250.00 Top Oil Gift Voucher	€250.00	1	May 17, 2023
€250.00 Top Oil Gift Voucher	€250.00	1	May 24, 2023
€250.00 Top Oil Gift Voucher	€250.00	1	May 31, 2023

**Important: Your entries accumulate throughout the promotion; if you are not chosen as a winner, your entries carry forward to the next eligible draw.** Draws will be held at the offices of the Administrator and each draw will include all qualifying entries received as noted in Table 1, prior to each drawing. Official timeclock will be Administrator’s computers. Limit one (1) prize per qualifying entrant.

**5) NOTIFICATION AND REDEMPTION:** If you have been selected as a potential winner in any of the drawings described above, the Sponsor or Administrator will notify you via e-mail and/or phone. If the selected potential winner does not respond to the Sponsor’s or Administrator’s notification within fourteen (14) days of the Prize Draw and the Sponsor or Administrator has made three (3) separate contact attempts, the potential winner will be disqualified and a new potential winner may (at the Sponsor’s discretion) be drawn from among the eligible entries. As a condition of awarding any prize, the potential winner must have signed and returned, within seven (7) days of receipt, the Sponsor’s Statement of Compliance, Release, and Indemnity Agreement (“Release”) under which, among other matters, the potential winner confirms his/her compliance and eligibility with these Official Rules, completes current releases and indemnifies Competition Entities, and other certain parties. If a potential winner refuses or fails to timely return the required documents, in accordance with these Official Rules, or is found to have violated these Official Rules of the Competition in any way or is deemed ineligible to receive a prize for any reason, or if any prize or prize notification from Sponsor or Administrator is returned as undeliverable, the potential winner will be disqualified and will be deemed to have forfeited the prize in question. If the potential winner is disqualified and forfeits the prize, the Sponsor may (at its discretion) hold a drawing to select an alternate prize winner from among the pool of remaining, eligible entries received.

**For All Prizes:** Prizes will be shipped to, or made available at, the Participating Retail Service Station closest to the winner’s valid disclosed address by prepaid delivery. The Sponsor’s representative will contact the winner by telephone and/or mail to make arrangements for the winner to pick the prize up at the Participating Retail Service Station. A minimum of three (3) attempts will be made to contact the winner to arrange for pick-up of the prize. **Prizes that are not claimed within thirty (30) days of the third attempt to be contacted will be deemed forfeited.**

Allow approximately four (4) to six (6) weeks for processing and shipment of prizes to Participating Retail Service Station following verification. No prize substitutions are allowed, except as provided herein. The Sponsor reserves the right, at its sole discretion, to substitute an advertised prize (or portion thereof) with a prize of equal or greater value for reasons that may include but are not limited to unavailability; or production delays caused by labour disruptions, adverse weather conditions or other unforeseen events. **No cash or substitution, in whole or in part, is allowed for any prize except by the Sponsor, except as described herein. The Sponsor reserves the right to substitute any prize without qualifying it. No compensation or substitute is offered for any portion of the prize not claimed or utilized; any portion of the prize not utilized, and its corresponding value, will be forfeited. Prizes are not transferable, nor assignable, except as specified herein. Prizes may not be exactly as shown in the Competition publicity or promotional materials.**

**6) ODDS CHART:** Odds for winning any prize depend on the number of qualified entries received prior to each drawing, as described herein.

**7) PRIVACY:** For this Competition:

Joint Controllers: Top Oil, Dublin 3, D03 C825, Ireland. – The Sponsor; and Irving Oil Limited

Data Controller Contact Details: [dataprotection@top.ie](mailto:dataprotection@top.ie)

The Data Processor: WSP International Limited, Markham, Ontario, L3R 1H5, Canada. – Competition Administrator

Top Oil's Parent Company Irving Oil Limited is located in Saint John, New Brunswick, Canada ("Irving Oil").

Top Oil and Irving Oil act as the Joint Controllers of personal information you provide to Top Oil in connection with the Competition pursuant to a Data Sharing Agreement in place between Top Oil and Irving Oil.

By completing the Competition registration form to receive one or more contest entry forms, you consent to the collection and processing of your personal data by the Competition Entities to conduct the Competition, including, where relevant, validating winning submissions, sending any potential winner and confirmed winner notifications to you.

You may specifically request to be completely removed from participation in the Competition by emailing [support@topoilwin.ie](mailto:support@topoilwin.ie) or visiting [www.topoilwin.ie/contestant/remove](http://www.topoilwin.ie/contestant/remove) and following the instructions on screen to remove yourself from the competition. Please note that on removal, all your entries will also be removed from the Competition.

If you are selected as a winner, where publicity consent is provided, we will publish your first name and the initial of your surname on our winners' page and such processing is based on the Sponsor's legitimate interests. Where publicity consent is provided, your additional Consent to Publicity upon submission of a prize claim constitutes permission for the Competition Entities to use your name, voice, picture, or other likeness for advertising, marketing, public relations, or other promotional purposes worldwide in commerce and in any media without limitation or further compensation. You can withdraw your consent to use of your name and image for publicity purposes at any time by contacting TOP Oil at [dataprotection@top.ie](mailto:dataprotection@top.ie), but this will not impact on any use by the Competition Entities of your name, voice, picture, or other prior to your withdrawal of your consent or the inclusion of your name in the list of prize winners. Please note that in all circumstances and pursuant to the ASAI Code of Standards 5.34, TOP Oil are required to produce a list of winners names and counties of residence, upon a third party request as detailed in Rule 11, below.

Where you have provided your consent to receive future communications from the TOP Oil and Irving Oil via email or SMS, you grant TOP Oil and Irving Oil permission to send you competition updates and winner notifications, specials and promotions and/or newsletters or other updates. You can change your mind about receipt of special offers from Top Oil and / or Irving Oil at any time by: a) contacting Top Oil at [support@topoilwin.ie](mailto:support@topoilwin.ie); b) by updating your account preferences at [www.topoilwin.ie](http://www.topoilwin.ie) by clicking the unsubscribe button found on the Account page, under View/Edit My Profile; or c) by following the opt-out instructions provided on any communication you receive. Your bonus entries will still be included in the draws, even if you opt out of receipt of special offers.

No such personal data will be transferred or sold to any third party except in the following circumstances:

- A) When you give us permission to do so (eg, where TOP Oil and / or Irving Oil market group products and services to you).
- B) When in good faith we believe the law requires it.
- C) Under limited circumstances specifically described to you when we collect the information, such as in the rules of competitions or other promotions.
- D) To the Joint Controllers' agents for data processing purposes, or to their professional advisors and promotional and marketing agencies, provided that such agents, professional advisors, and promotional and marketing agencies are restricted from using the information for any purpose other than as described in these Official Rules.

The Joint Controllers may aggregate user information and share it with the Competition Entities. The Competition Entities may match aggregated, statistical user information to parameters established by third parties, without releasing any personally identifiable information. The Competition Entities may share aggregate information with trading partners, co-branded locations, participating sponsors and advertisers; however, this aggregated information will not contain personally identifiable information.

Any requests for access to the information that entrants have supplied, or to update or rectify such information, must be made in writing by sending a self-addressed envelope with your request to: "Top Oil Win Free Fuel, P1, East Point Business Park, Dublin3, D03 C825" or emailed to [dataprotection@top.ie](mailto:dataprotection@top.ie).

The Joint Controllers respect your right to privacy and will use your personal information only for the purpose as described in these Official Rules, and in accordance with any other permissions you have provided to the Competition Entities. Aside from those other permissions, information collected is used solely to administer the Competition. No correspondence will be entered into except with selected entrants or, unless you have opted in to receive future offers and communications from the Competition Entities. The Competition Entities will handle the entrant's personal information in accordance with the Top Oil privacy policy, (which can be

accessed at <http://topoilwin.ie/context/privacy> or by contacting the privacy officer at [dataprotection@top.ie](mailto:dataprotection@top.ie) and in accordance with applicable laws and as stated in these Official Rules.

## Your rights in relation to your personal information

You have the right to request any personal information that the Joint Controllers process about you, such as

- What personal data we hold about you
- The purposes of the processing
- The categories of personal data concerned
- The recipients to whom the personal data has/will be disclosed
- How long we intend to store your personal data for
- If we did not collect the data directly from you, information about the source

If you believe that we hold any incomplete or inaccurate data about you, you have the right to ask us to correct and/or complete the information and we will strive to do so as quickly as possible; unless there is a valid reason for not doing so, at which point you will be notified.

You also have the right to request erasure of your personal data or to restrict processing (where applicable) in accordance with data protection law. Where you have consented to our use of your personal data (such as for direct marketing), you may at any time withdraw consent. Where we are relying on our legitimate interests, you may object to any processing by us. Where applicable, you have the right to data portability of your information.

You should contact us directly at [dataprotection@topoil.ie](mailto:dataprotection@topoil.ie) to inform us of any changes in your personal data. We will update or delete your data in accordance with our obligations under the GDPR and Data Protection Act 2018.

You have the right to lodge a complaint with the Data Protection Commission if you consider that processing of your personal data is contrary to the GDPR. The contact details of the Data Protection Commission are:

Telephone	1890 252 231
E-mail	<a href="mailto:info@dataprotection.ie">info@dataprotection.ie</a>
Address	Data Protection Commission 21 Fitzwilliam Square South Dublin 2, D02 RD28 Ireland
<b>Complaint form</b>	Available <a href="#">here</a> .

Your information will be processed by the Administrator in Canada. The Sponsor has entered into an agreement with the Administrator under which the Administrator is obliged to keep your information secure. The transfer of your information to Canada is permitted under the decision of the European Commission relating to transfers of personal data to Canada (Decision 2002/2/EC).

**8) PUBLICITY:** When provided, your Consent to Publicity upon submission of a prize claim constitutes permission for the Competition Entities to use your name, voice, picture, or other likeness for advertising, marketing, public relations, or other promotional purposes worldwide in commerce and in any media without limitation or further compensation. You can withdraw your consent to use of your name and image for publicity purposes at any time by contacting the Sponsor at [dataprotection@top.ie](mailto:dataprotection@top.ie), but this will not impact on any use by the Sponsor of your name, voice, picture, or other prior to your withdrawal of your consent or the inclusion of your name in the list of prize winners.

**9) REQUEST TO BE REMOVED:** You may specifically request to be completely removed from participation in the Competition by emailing [support@topoilwin.ie](mailto:support@topoilwin.ie) or visiting [www.topoilwin.ie/contestant/remove](http://www.topoilwin.ie/contestant/remove) and following the instructions on screen to remove yourself from the Competition. Please note that on removal, all your entries will also be removed from the Competition. However, this will not change your marketing preferences – if you want to change your mind about receipt of special offers, you will need to follow the process outlined in Rule 7 above.

**10) RESTRICTIONS:** The following are prohibited and will result in automatic and immediate disqualification from the Competition: (1) Using any method to obtain entries by any means other than those described in these Official Rules (see Rule 3 – How To Enter); (2) Using any method that artificially increases odds of winning; (3) using any robotic, automatic, mechanical, programmed or any similar entry duplication method to enter Competition or to claim any prize online; (4) non-compliance with these

Official Rules; and (5) any other act which the Sponsor determines in its sole discretion, jeopardizes the integrity or proper conduct of the Competition. The Sponsor further reserves the right, at its sole discretion, to disqualify, disallow, block entry and prosecute any individual who tampers with or attempts to tamper with the entry process or who enters using any fraudulent, automatic or programmed entry duplication method.

**11) LIST OF WINNERS:** The names of verified prize winners, and a copy of the complete Official Rules are available online at [www.topoilwin.ie](http://www.topoilwin.ie) or can be requested by mail by sending a self-addressed, stamped envelope to "Top Oil Easy WIN Competition, P1, East Point Business Park, Dublin3, D03 C825". Please specify "Rules" and/or "Winner's List" with your request. Requests must be received prior to August 31, 2023.

**12) ENTRIES:** Any entry may be rejected and judged void if not obtained through legitimate methods or channels; if any part of any entry is illegible, altered, mutilated, counterfeit, defaced, tampered with, forged, or produced in error, incomplete, blank or partially blank, mechanically reproduced, shared with another entrant or is irregular in any way. All entries submitted become the property of the Sponsor and will not be returned. Competition Entities are not responsible for lost or late entries, or for lost, late or stolen prize submissions. No more than the number of prizes stated in these Official Rules will be awarded.

**13) GENERAL TERMS AND CONDITIONS:** Participation in the Competition constitutes the entrant's ("you" or "your") full and unconditional agreement to and acceptance of these Official Rules including the decisions of Competition Entities, which are final with respect to all matters relating to the Competition. This Competition is void outside the jurisdictions specified in these Rules and where prohibited by law and is subject to all applicable European Union and Irish laws and regulations. The Sponsor reserves the right to terminate or withdraw the Competition or to amend these Official Rules at any time, without prior notice. As a condition of acceptance of any Prize, you, your heirs, executors, administrators, and assigns, **RELEASE AND FOREVER DISCHARGE** the Competition 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) that you now have, or may hereafter have against the Competition Entities directly or indirectly resulting or arising from: (i) participation in the Competition, or the awarding, acceptance, use, or misuse of the Prize, or traveling to, preparing for, or participating in any Competition-related or Prize-related activity; or (ii) the publicity rights granted to the Competition Entities as described in the Publicity Release referenced above in Rule 8. It is understood that there may be serious risks of bodily injury, death, or property damage associated with the use or misuse of any Prize, and you voluntarily assume these risks. Nothing in these Rules will stop the Competition Entities being responsible if they have acted fraudulently or where the law does not allow them to limit or exclude their liability. The entrant may be required to pay any taxes associated with the awarding of any Prize. Any claim or dispute with respect to the Competition, the Prize, or this Agreement shall be governed by Irish law and any proceedings in relation to any such claim or dispute shall be resolved exclusively by Irish courts. If any portion of these Official Rules is determined to be unenforceable by a court of law, all other parts of these Official Rules shall remain in full force and effect, and that the conditions and covenants herein shall be binding on the entrants' heirs and assigns.

TO THE EXTENT PERMITTED IN ACCORDANCE WITH IRISH LAW, PRIZES SHALL BE ACCEPTED "AS IS." IT IS UNDERSTOOD THAT THE COMPETITION 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. THIS DOES NOT AFFECT YOUR STATUTORY RIGHTS.

ALL ENTRIES AND PRIZE CLAIMS RECEIVED BECOME THE PROPERTY OF THE SPONSOR AND WILL NOT BE RETURNED. THE SPONSOR RESERVES THE RIGHT TO CANCEL OR MODIFY THE COMPETITION IF FRAUD, TECHNICAL FAILURES INCLUDING WITHOUT LIMITATION ANY PRINTING, NETWORK, SERVER OR HARDWARE FAILURE OR ANY OTHER FACTOR BEYOND THE SPONSOR'S REASONABLE CONTROL IMPAIRS THE INTEGRITY OF THE COMPETITION AS DETERMINED BY THE SPONSOR IN ITS SOLE DISCRETION. IN THE EVENT SUCH IMPAIRMENT RESULTS IN CANCELATION/MODIFICATION, THE SPONSOR RESERVES THE RIGHT TO SELECT WINNERS IN RANDOM DRAWINGS FROM AMONG ALL VALID ENTRIES/PRIZE CLAIMS RECEIVED AS OF THE TIME SUCH ACTION WAS TAKEN.

Prizes must be accepted as awarded and are not transferable. No prize substitutions or cash redemptions allowed except as provided herein. Total approximate value all available prizes: €2,000.00.

Any trademarks used herein are the property of their respective owners.

Competition Sponsor: Top Oil, Dublin 3, D03 C825, Ireland.

Administrator: WSP International Limited, Markham, Ontario, L3R 1H5, Canada.