

TOP OIL HOME HEAT 2024 COMPETITION OFFICIAL RULES

Sponsor: Tedcastles Oil Products Unlimited Company trading as Top Oil, Dublin 3, D03 C825, Ireland.

Competition Start Date: 12:01am local time in Ireland on 01 October, 2024

Competition End Date: 11:59pm local time in Ireland on 25 November, 2024

Participating Home Heating Oil Depots: To find a Home Heating Oil Depot, visit <https://www.top.ie/depots-list/>.

Administrator: WSP International Limited, Markham, Ontario, L3R 6H3, Canada.

Who is eligible to enter the Competition?: You are eligible to enter the Competition if you are a domestic Home Heating Oil customer, a legal resident of Ireland and aged 18 years or over on the Competition Start Date (“Eligible Customer(s)”). If you are an employee, operator, owner, director or officer of a Participating Home Heating Oil Depot, the Sponsor, the Administrator, anyone Professionally connected with the Competition, or you are a family member of or you live with one of them, you are **NOT** eligible to enter the Competition or to win prizes.

How to enter the Competition: No purchase is necessary to enter the Competition. If you enter the Competition, you are agreeing to these Rules. You can enter the Competition in two ways:

- A **Home Heating Order.** Eligible Customers who take a Home Heating Oil delivery of a minimum of 300L at any time from the Competition Start Date to the Competition End Date (the “Competition Period”) will receive one (1) automatic entry into the Competition. Eligible Customers will be entered into the Competition for prize drawings as outlined in the Prizes section below. There is a limit of two (2) automatic entries per person.
- B **No Purchase Entry.** You can request a No Purchase entry without a Home Heating delivery. There is a limit of two (2) No Purchase entries per person. No mechanically reproduced or computer-generated requests are allowed. No Purchase entries must be received no later than 11:59 PM local time in Ireland on 25 November 2024, in order to be included in the prize draws.

To make a No Purchase entry, you must clearly print your name, complete residential address, phone number, Top Oil Home Heating Account Number, and your valid email address all on a 3” x 5” card. You will also be required to legibly print the following sentence and correctly complete the following skill-testing question: “My answer to this skill-testing question: Add 10 + 4, then divide the answer by 2 and then add 5 for a final answer of: □.” Incorrect responses to the skill-testing question are invalid. Each No Purchase Entry should be posted in an individual envelope with proper prepaid postage to: Top Oil Home Heat Competition 2024, P1, East Point Business Park, Dublin3, D03 C825. You will receive one (1) entry into the prize draws (see prizes section below) on receipt of a valid No Purchase entry.

Prizes: Prizes must be accepted as awarded. Prizes are personal to the winner and may not be transferred or given to anyone else. No prize substitutions or cash redemptions are allowed except by the Sponsor as provided in these Rules.

Total approximate value all available in this Competition amounts to: €4,000.00

All draws will be held at the offices of the Administrator and winners will be drawn at random. Each draw will include all qualifying entries received no later than the day before the relevant draw. All non-winning entries will carry forward to the next eligible draw.

Prize	Value €	Quantity Available	Draw Dates
€500 Top Oil Home Heating Account Credit	€500.00	8 prizes total (1 per draw)	08 October, 2024 15 October, 2024 22 October, 2024 29 October, 2024 05 November, 2024 12 November, 2024 19 November, 2024 26 November, 2024

No more than the number or value of prizes stated in these Rules will be awarded. The Sponsor reserves the right, at its sole discretion, to substitute an advertised prize (or portion of an advertised prize) with a prize of equal or greater value for reasons that may include but are not limited to unavailability, production delays caused by labour disruptions, adverse weather conditions or other unforeseen events. The Sponsor reserves the right to substitute any prize without qualifying it. No cash or substitution, in whole or in part, is allowed for any prize except by the Sponsor, except as described in these Rules. No compensation or substitute is offered for any portion of the prize not claimed or used; any portion of the prize not used, and its corresponding value, will be lost. Prizes may not be exactly as shown in the Competition publicity or promotional materials. There is a limit of one prize per person. If a person who has already claimed a prize in this Competition has another entry drawn as a winning entry for the prize, that prize draw shall be redrawn one or more times until a new winning entry is redrawn which has been entered by a person who has not yet won a prize in this Competition.

Notification of Prizes and confirmation of winners: If you have been selected as a potential winner in the Competition, you will be notified by email and / or phone. You must respond to the notification within fourteen days of the notification in order to be verified as a winner (the Sponsor or Administrator will attempt to contact you up to three times within this period). Before you can be verified as a winner in the Competition, you must sign and return the Sponsor’s release form (“**Release**”). The Release will require you to (i) confirm your eligibility for the Competition and your compliance with these Rules; (ii) confirm that you will not hold the Sponsor and related parties responsible for any claims or costs you have as a result of participation in the Competition, the awarding, acceptance, use, or misuse of any prize, traveling to, preparing for, or participating in any Competition related or prize related activity or publicity to which you have agreed or related publicity rights, and (iii) complete, unaided and correctly answer a mathematical skill testing question.

Delivery of prizes: It will take approximately four to six weeks from return of the Release for processing of the prize. Prizes will be automatically applied to the winner’s Top Oil Home Heating account.

Additional prize conditions: Prizes may be subject to additional terms and conditions. Those additional conditions will be made available to prize winners or on request.

TO THE EXTENT PERMITTED UNDER IRISH LAW, PRIZES SHALL BE PROVIDED “AS IS.” THE COMPETITION ENTITIES DO NOT MAKE ANY WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING ANY PRIZE, OR ANY SUBSTITUTE PRIZE. THIS DOES NOT AFFECT YOUR RIGHTS UNDER CONSUMER PROTECTION LAWS, INCLUDING THE CONSUMER PROTECTION ACT 2022.

List of winners: The Sponsor is required under the ASAI Code of Standards at 5.34 to produce, on request from a third party, a list of winners' names and counties of residence. The names of verified prize winners, and a copy of these Rules, will be available by mail by sending a self-addressed, stamped envelope to: Top Oil Home Heat 2024 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 31 December, 2025.

Additional Publicity: If you are selected as a winner, you will be asked to consent in writing to participate in publicity for the Competition Entities. If you do consent, the Competition Entities will be permitted 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, but this will not impact on any use by the Competition Entities of your name, voice, picture, or other likeness prior to your withdrawal of your consent. Your name will, however, still be included in the list of prize winners which we are required to produce on request.

Request to be removed from the Competition: You can request to be completely removed from participation in the Competition at any time by emailing support@topoilwin.ie and including the following text in your subject line: REQUEST TO OPT OUT OF HOME HEAT COMPETITION. Please note that on removal your entry will be removed from the Competition.

Disqualification from the Competition: If you fail to respond to a notification of a potential prize within fourteen days of the notification and you have not responded to a total of three separate contact attempts within that time, if you do not follow the instructions on an onscreen message, if you refuse or fail to return the Release within seven days of the third attempt to contact you following notification that you have been selected as a potential winner, or if you are found to have violated these Rules in any way or are deemed ineligible to receive a prize for any reason, you will be disqualified and the prize in question will not be awarded to you. If you are disqualified and lose the prize, the Sponsor may (at its discretion) select an alternate prize winner from among the pool of remaining, eligible entries received.

You will be automatically and immediately disqualified from the Competition if you (i) use any method to obtain entries by any means other than those described in these Rules; (ii) use any method that artificially increases odds of winning; (iii) use any robotic, automatic, mechanical, programmed or any similar entry duplication method to enter the Competition or to claim any prize online; (iv) do not comply with these Rules; and (v) engage in any 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.

Termination of the Competition: The Competition will end on the Competition End Date. Some parts of the Competition may end on different, earlier dates, as specified in the prize table above or elsewhere in these Rules.

The Sponsor reserves the right to terminate or withdraw the Competition at any time before the Competition End Date, without prior notice.

The Sponsor reserves the right to cancel or modify the Competition before the Competition End Date 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 that event, the Sponsor reserves the right to select winners in random drawings from among all valid entries received as of the time such action is taken.

Other important information:

No entries will be returned. The Competition Entities are NOT responsible for any difficulties experienced in submitting an entry to the Competition, or any incomplete or illegible entries.

If there is a dispute about who is the authorized Top Oil Home Heating account holder, the information on the Top Oil Home Heating account will prevail.

All decisions of the Sponsor are final and no correspondence will be entered into by the Sponsor.

Nothing in these Rules will stop the Competition Entities being responsible if they have acted fraudulently, with gross negligence or where the law does not otherwise allow them to limit or exclude their liability.

Any claim or dispute with respect to the Competition, any prize, or these Rules shall be subject to Irish law and any proceedings in relation to any such claim or dispute shall be resolved by Irish courts. If any portion of these Rules is determined to be unenforceable by a court of law, all other parts of these Rules shall remain in full force and effect.

Any trademarks used in these Rules are the property of their respective owners.

Competition Odds: Odds for winning any prize depend on the number of qualified entries received prior to each drawing, as described herein.

COMPETITION OFFICIAL RULES VERSION DATE: SEPTEMBER 24, 2024.

Competition Privacy Statement

Top Oil and Irving Oil act as the Joint Controllers of personal data you provide to Top Oil in connection with the Top Oil Home Heat 2024 competition (the "**Competition**") pursuant to a Data Sharing Agreement in place between Top Oil and Irving Oil.

The Joint Controllers respect your right to privacy and will use your personal data only for the purpose as described in the rules of the Competition (the "**Competition Rules**") and this Privacy Statement, and in accordance with any other permissions you have provided to them. Aside from those other permissions, personal data collected is used solely by the Joint Controllers to administer the Competition.

The Competition Entities will handle your personal data in accordance with Irving Oil's Data Protection and Privacy Policy and Top Oil's Privacy Policy (which can be accessed at <https://www.irvingoil.com/en-CA/discover-irving/privacy#:~:text=We%20rarely%20collect%20any%20sensitive,of%20your%20personal%20contact%20details> or by contacting the privacy officer at Privacy@irvingoil.com) and in accordance with any other permissions you have provided to them.

Joint Controllers: Tedcastles Oil Products Unlimited Company trading as Top Oil (ie, the Competition Sponsor) and Top Oil's parent company, Irving Oil Limited, Saint John, New Brunswick, Canada ("**Irving Oil**")

Joint Controllers' Contact Details: Privacy@irvingoil.com

Processor: WSP International Limited, Markham, Ontario, L3R 1H5, Canada (ie, the Administrator)

Competition Entities: The Sponsor, the Participating Home Heating Oil Depots, Irving Oil and the Administrator.

Personal data

The Joint Controllers will process your name, address, phone number, and email address as a Competition entrant to administer the Competition and distribute prizes to you if you are selected as a winner. Your first name, initial of last name and Top Oil Participating Home Heating Oil Depot location associated with your Top Oil Home Heat account may be published for publicity purposes and your full name and county or residence will be released upon request, to comply with our obligations under the ASAI Code. No special category or sensitive personal data will be processed.

Use of your personal data and basis of processing

By completing the winner Release form or submitting a No Purchase entry, you consent to the collection and processing of your personal data by the Joint Controllers to conduct the Competition, including, where relevant, validating winning submissions and sending any potential winner and confirmed winner notifications to you. You may specifically request to be completely removed from participation in the Competition by following the process set out in the Competition Rules.

Where you have provided your consent to receive future communications from the Joint Controllers by email or SMS, you grant the Joint Controllers 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 the Joint Controllers at any time by: a) contacting Top Oil at support@topoilwin.ie; b) by updating your account preferences at 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 Competition entries will still be included in the draws, even if you opt out of receipt of special offers.

If you are selected as a winner, your personal data may be used for publicity purposes as set out in the Competition Rules on the basis of the legitimate interests of the Joint Controllers.

Sharing of personal data

None of your personal data will be transferred or sold to any third party except in the following circumstances:

- when you give us permission to do so (eg, where the Joint Controllers market group products and services to you);
- when in good faith we believe the law requires it;
- under limited circumstances specifically described to you when we collect the information, such as in the rules of competitions or other promotions;
- 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 your personal data for any purpose other than as described in the Rules.

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

International transfers

Your personal data 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 personal data secure. The transfer of your personal data to Canada is permitted under the decision of the European Commission relating to transfers of personal data to Canada (Decision 2002/2/EC).

Retention of your personal data

Your personal data will be retained for no longer than is necessary for the purpose for which it was obtained by the Joint Controllers or as required or permitted for legal and legitimate business purposes. In general, the Joint Controllers (or their service providers on its behalf) will hold Competition entry information for a period of 60 days from the Competition end date, and winner details for a period of seven years, unless they are obliged to hold it for a longer period under law or applicable regulations. Information used to contact you for marketing purposes will be retained until the Joint Controllers are notified that marketing consent has been withdrawn.

Your rights in relation to your personal data

You have the right to request any personal data 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

You should contact us directly at Privacy@irvingoil.com to inform us of any changes in your personal data. 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; if there is a valid reason for not doing so, 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. We will update or delete your data in accordance with our obligations under the GDPR and Data Protection Act 2018.

Where you have consented to our use of your personal data (such as for direct marketing), you may at any time withdraw your 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 personal data.

Any requests for access to the information that you have supplied, or to update or rectify such information, or to exercise your other data protection rights, should be made in writing by sending a self-addressed envelope with your request to: Top Oil Home Heat Competition 2024, P1, East Point Business Park, Dublin3, D03 C825 or by emailing your request to dataprotection@top.ie.

Complaints

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

Telephone	1890 252 231
E-mail	info@dataprotection.ie
Address	Data Protection Commission 21 Fitzwilliam Square South Dublin 2, D02 RD28 Ireland
Complaint form	Available here .

Last updated: 30 September, 2024