

## ON YOUR FEET CHALLENGE (ONTARIO) - OFFICIAL CONTEST RULES

**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.**

The On Your Feet Challenge (the “**Contest**”) is being conducted by the Canadian Cancer Society (“**CCS**” – hereinafter referred to as the “**Contest Sponsor**”) and shall be construed and evaluated according to applicable Canadian law. Contest is void in whole or in part outside of the jurisdiction(s) expressly listed herein and where otherwise prohibited or restricted by law. Participation in this Contest constitutes each participant’s acceptance of, and agreement to be legally bound by, these Official Rules and Regulations (the “**Rules**”).

### 1. ELIGIBILITY.

- a. **School Eligibility:** The Contest is open only to select elementary schools in Ontario, Canada (each, a “**School**”) that have been invited by the Sponsor to participate in the Contest. For the purposes of this Contest, each School must designate one (1) authorized representative who must: (i) be a legal resident of Ontario, Canada; (ii) be eighteen (18) years of age or older; and (iii) have the authority to legally bind the School (each, a “**School Representative**”).
- b. **Family Eligibility:** The Contest is open to families (each, a “**Family**”) that are connected to a participating School. For example, a Family would be connected to a School if a member of the Family: (i) works at the School; (ii) volunteers at the School; or (iii) is a student at the School. There is no limit to the number of individual members in a Family – but each Family must designate one (1) authorized representative who must: (i) be a legal resident of Ontario, Canada; and (ii) be eighteen (18) years of age or older (each, a “**Family Representative**”).
- c. Employees, representatives and agents of Contest Sponsor, Prize supplier(s), and each of their respective affiliates, subsidiaries, related entities, advertising and promotional agencies, and any other individual(s), entity or entities involved in the development, production, implementation, administration or fulfillment of the Contest (collectively, the “**Contest Parties**”), and the household members (whether related or not) and/or the immediate family members of any of the Contest Parties, are not eligible to participate in the Contest. For the purpose of these Rules, “immediate family members” means husband, wife, spouse, common law spouse, mother, father, grandmother, grandfather, brother, sister, son and/or daughter, whether or not they reside in the same household.
- d. The Contest Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Contest 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 information entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason the Contest Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with the Contest Sponsor’s interpretation of the letter and spirit of these Rules. Failure to provide such proof to the complete satisfaction of the Contest Sponsor within the timeline specified by the Contest Sponsor may result in disqualification of the applicable participant (i.e. School and/or Family) in the sole and absolute discretion of the Contest Sponsor. All personal and other information requested by and supplied to the Contest Sponsor for the purpose of this Contest must be truthful, complete, accurate and in no way misleading. The Contest Sponsor reserves the right to disqualify any participant (i.e. School and/or Family) in its and their sole discretion, should any participant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

### 2. CONTEST PERIOD.

The Contest opens on October 7, 2019 at 12:01 a.m. EST and closes on October 25, 2019 at 11:59 p.m. EST (the “**Contest Period**”).

### 3. HOW TO ENTER.

NO PURCHASE NECESSARY.

- a) **Family:** To participate, the Family Representative must register his/her Family by going to [onyourfeetchallenge.ca](http://onyourfeetchallenge.ca) (the “**Website**”) and following the on-screen instructions to complete the online registration process. The Family will not receive anything for the mere act of completing the online registration process. Once the online registration process is complete, the Family will be eligible to earn a maximum of one (1) entry (each, a “**Family Entry**”) when a member of the Family completes an “alternative transportation trip” – which, is defined for the purposes of these Rules as any occasion where the Family member uses alternative transportation (i.e. walking, cycling, scooting, etc.) to get from point A to point B other than via motor vehicle travel. In order to qualify for a Family Entry, the alternative transportation trip must be registered on the Website by the Family Representative.
- b) **School:** The School will be eligible to earn a maximum of one (1) entry (each, a “**School Entry**”) when a teacher or student from the School completes an “alternative transportation trip” – which, is defined for the purposes of these Rules as any occasion where the teacher and/or student uses alternative transportation (i.e. walking, cycling, scooting, etc.) to get from point A to point B other than via motor vehicle travel. In order to qualify for a School Entry, the alternative transportation trip must be registered on the Website by the School Representative.

#### 4. ADDITIONAL ENTRY RULES.

If it is discovered by the Contest Sponsor (using any evidence or other information made available to or otherwise discovered by the Contest Sponsor) that any participant has attempted to use multiple names, multiple identities, multiple email addresses, any automated, macro, script, robotic or other system(s) or program(s) and/or any other means not in keeping with the Contest 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 Contest 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 information (all of which is void).

#### 5. PRIZES

There will be a total of three (3) prizes (each, a "**Prize**") available to be won as follows:

- a) **School:** There will be one (1) Prize available to be won by a School – which, consists of a \$300 CAD gift certificate to a sporting goods store. Use of the gift certificate is subject to the terms and conditions of the issuer.

IMPORTANT NOTE: Contest Sponsor agrees to abide by any policy of a School (or a school board with jurisdiction over such School) with respect to the awarding of prizes, donations and other benefits from third parties. Further, Sponsor will not intervene in any decision made by a School (or a school board with jurisdiction over such School) that purports to prevent the School from receiving the Prize, and Sponsor reserves the right, in its sole and absolute discretion, to select another School if an eligible winning School cannot accept the Prize as offered for any reason. The winning School is solely responsible for the reporting and payment of any taxes relating to the Prize.

- b) **Family:** There will be two (2) Prizes available to be won by a Families – each consisting of a \$100 CAD gift certificate to a sporting goods store. Use of the gift certificate is subject to the terms and conditions of the issuer. There is a limit of one (1) Prize per Family.

#### Rules applicable to all Prizes

Without limiting the generality of the foregoing, the following general conditions apply to each Prize: (i) Prize must be accepted as awarded and is not transferable, assignable and/or convertible to cash (except as may be specifically permitted by Contest Sponsor in its sole and absolute discretion); (ii) no substitutions are permitted except at Contest Sponsor's option; (iii) the costs of everything not expressly and specifically stated above as included in the Prize are the sole and absolute responsibility of the confirmed winner; (iv) if the confirmed winner does not utilize any part(s) of the Prize, then any such part(s) not utilized may, in the sole and absolute discretion of the Contest Sponsor, be forfeited in their entirety and, if forfeited, nothing will be substituted in their place; (v) Contest Sponsor reserves the right at any time to: (a) place reasonable restrictions on the availability or use of the Prize or any component thereof; and/or (b) substitute the Prize or a component thereof for any reason with a prize or prize component(s) of equal or greater retail value, including, without limitation, but solely at the Contest Sponsor's sole discretion, a cash award; and (vi) by accepting the Prize, the confirmed winner agrees to waive all recourse against the Contest Sponsor and all of the other Released Parties if the Prize or a component thereof does not prove satisfactory, either in whole or in part.

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/she/it may not seek reimbursement or pursue any legal or equitable remedy from either the Contest Sponsor or any of the other Released Parties should the 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 Contest Sponsor and all of the other Released Parties if the Prize or a component thereof does not prove satisfactory, either in whole or in part.

#### 6. ELIGIBLE WINNER SELECTION.

- a) **School (1 Prize):** The odds of being selected as the potential winning School are dependent upon the number of eligible School Entries submitted and received in accordance with these Rules. On October 31, 2019 (the "**Draw Date**") at approximately 1:30 p.m. EST in Toronto, Ontario, a data pull for all eligible School Entries will be completed and one (1) eligible winning School will be selected by a random draw from all eligible School Entries submitted and received in accordance with these Rules.
- b) **Family (2 Prizes):** The odds of being selected as a potential winning Family are dependent upon the number of eligible Family Entries submitted and received in accordance with these Rules. On the Draw Date at approximately 1:30 p.m. EST in Toronto, Ontario, a data pull for all eligible Family Entries will be completed and two (2) eligible winning Families will be selected by a random draw from all eligible Family Entries submitted and received in accordance with these Rules.
- c) Following the Draw Date, the Contest Sponsor or its designated representatives will make no less than three (3) attempts to contact each eligible winner by phone and/or email, during the ten (10) day period (the "**Contact Period**") immediately following the Draw Date. Upon notification, the Family Representative/School Representative (as applicable) must respond by telephone and/or email to the contact provided in the notification, and the eligible winner's response must be received by the Contest Sponsor by no later than 5:00 p.m. EST on the required return date stipulated in such notification. If a potential winner does not respond in accordance with these Rules, he/she may be disqualified, at the sole and absolute discretion of the Contest Sponsor, in which event he/she will not receive the applicable Prize and another potential winner may be randomly selected from the remaining eligible School Entries/Family Entries (as applicable), in the Contest Sponsor's sole discretion, whom the Contest Sponsor or its representatives will attempt to contact, and who must respond or will be subject to disqualification, in the same manner (adjusting timeframes, including the Contact Period, accordingly). Neither the Contest Sponsor, nor any of the other Released Parties are responsible for the failure for any reason whatsoever of the eligible winner to receive notification or for the Contest Sponsor to receive the eligible winner's response.

- d) Before being declared as a confirmed winner, the Family Representative/School Representative (as applicable) will be required to answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question during a pre-arranged telephone call, and comply with the Rules. Without limiting the generality of the foregoing, the Contest 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. No individual will be declared a winner until the Contest Sponsor officially confirms s/he as the winner in accordance with the Rules.

## 7. RELEASE.

- a. In relation to each eligible winner, the Family Representative/School Representative (as applicable) will be required to execute a legal agreement and release (“**Release**”) that confirms the School’s/Family’s (as applicable):
- eligibility for the Contest and compliance with these Rules;
  - acceptance of the applicable Prize as offered;
  - release of the Contest Sponsor and all of the other Released Parties from any and all liability for any loss, harm, damages, cost or expense arising out of participation in this Contest, participation in any Contest-related activity or the acceptance, use, or misuse of the applicable Prize or any portion thereof, including but not limited to costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising there from; and
  - grant to the Contest Sponsor and the Prize Suppliers of the unrestricted right, in the Contest Sponsor’s individual discretion, to produce, reproduce, publish, broadcast, communicate by telecommunication, exhibit, distribute, adapt and otherwise use or re-use the winner’s name, photograph, likeness, voice and biography, in any and all media now known or hereafter devised, in connection with the Contest and the promotion and exploitation thereof.
- b. The executed Release must be returned within **five (5)** business days of the verification as a winner or the selected potential winner may, in the sole discretion of the Contest Sponsor, be disqualified and the applicable Prize be forfeited.

## 8. INDEMNIFICATION BY PARTICIPANT.

By entering this Contest, each participant releases and holds each of the Released Parties harmless from any and all liability for any injuries, loss or damage of any kind to the participant, Released Party or any other person or entity, including, without limitation, personal injury, death, or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any Prize, participation in this Contest, any breach of these Rules, or in any Prize-related activity. Each participant agrees to fully indemnify the Released Parties from any and all claims by third parties relating to the Contest, without limitation.

## 9. LIMITATION OF LIABILITY.

- a. The Released Parties assume no responsibility or liability whatsoever for lost, late, misdirected or incomplete School Entries or Family Entries (collectively each an “**Entry**” and the “**Entries**”), notifications, responses, replies requests or any Release, or for any telephone, hardware, software or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an Entry and/or other information. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the administration of the Contest. The Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, Entries and/or other information. The Released Parties are not responsible for any problems, failures or technical malfunction of any telephone network or lines on account of technical problems or otherwise. The Released Parties are not responsible for anyone being incorrectly and/or mistakenly identified as a winner or eligible winner.
- b. The Released Parties are not responsible for any injury or damage caused to any participant, person or entity relating to or resulting from participating or attempting to participate in the Contest. Participant assumes liability for injuries caused or claimed to be caused by participating in the Contest, or by the acceptance, possession, use of, or failure to receive the Prize or any portion thereof. The Released Parties assume no responsibility or liability in the event that the Contest cannot be conducted as planned for any reason, including those reasons beyond the control of the Contest Sponsor, such as infection by tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of this Contest.

## 10. CONDUCT.

By participating in the Contest, each participant agrees to be bound by these Rules, which will be posted on the Website throughout the Contest Period. Each participant further agrees to be bound by the decisions of the Contest Sponsor, which shall be final and binding without right of appeal in all respects. The Contest Sponsor reserves the right, in its sole discretion, to disqualify any participant found to be: (i) violating the Rules; (ii) tampering or attempting to tamper with the operation of the Contest; and/or (iii) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

ANYONE DEEMED BY THE CONTEST SPONSOR TO BE IN VIOLATION OF THE CONTEST 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 CONTEST SPONSOR AT ANY TIME.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE RELATED TO THE CONTEST OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, CONTEST SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.

#### **11. PRIVACY & USE OF PERSONAL INFORMATION.**

By participating in the Contest, the participant:

- a. grants to the Contest Sponsor the right to use his/her name, mailing address, telephone number, and email address (the “**Personal Information**”) for the purpose of administering the Contest, including, but not limited to, contacting the eligible winner; and
- b. acknowledges that the Contest Sponsor may disclose his/her Personal Information to third-party agents and service providers of any of the Contest Sponsor in connection with any of the activities listed in (a) above.

The Contest Sponsor and any third party agents of the Contest Sponsor will use the participant’s Personal Information only for identified purposes, and protect the participant’s Personal Information in a manner that is consistent with the Canadian Cancer Society Privacy Policy available at:<http://www.cancer.ca/en/about-our-site/privacy-policy/?region=on> This section does not limit any other consent(s) that an individual may provide the Contest Sponsor or others in relation to the collection, use and/or disclosure of their Personal Information.

#### **12. INTELLECTUAL PROPERTY.**

All intellectual property, including but not limited to trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned by the Contest Sponsors/Suppliers and/or their affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.

#### **13. TERMINATION AND AMENDMENTS.**

The Contest Sponsor reserves the right, in its sole and absolute discretion, to 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 Contest 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.

Further, the Contest Sponsor reserves the right, in its sole and absolute discretion, 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.

Further, the Contest Sponsor reserves the right, in its sole and absolute discretion, to adjust any of the dates, timeframes and/or other Contest mechanics stipulated in these Rules, to the extent deemed necessary by the Contest Sponsor, for purposes of verifying compliance by any participant, Entry 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 Contest Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules, or for any other reason.

#### **14. GOVERNING LAW.**

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, Contest Sponsor or any of the other the Released Parties in connection with the Contest shall 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.

#### **15. LANGUAGE.**

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 (if available), television, print or online advertising and/or any instructions or interpretations of these Rules given by any representative of the Contest Sponsor, the terms and conditions of these English Rules shall prevail, govern and control to the fullest extent permitted by law.

#### **16. GENERAL.**

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.