



CANADIAN CANCER SOCIETY CONTEST OFFICIAL CONTEST RULES (“Contest Rules” or “Rules”)

The Canadian Cancer Society Contest (the “**Contest**”) is conducted in Canada by the Canadian Cancer Society (“**CCS**” or the “**Contest Sponsor**”) and TNR Productions, an Ontario Partnership (the “**Prize Supplier**”), and shall be construed and evaluated according to applicable Canadian law. The Contest is open to legal residents of Canada (other than Quebec residents) over the legal age of majority in their province/territory of residence. If you are a Quebec resident, you are not eligible to enter this Contest. If you are not a legal resident of Canada over the age of majority in your province/territory of residence, you are not eligible to enter this Contest. Contest is void in whole or in part outside of Canada and where prohibited by law. Entry in this Contest constitutes each entrant’s acceptance of, and agreement to be legally bound by, these Contest Rules.

1. Eligibility.

- a. To be eligible for this Contest, an individual must be a legal resident of Canada (other than Quebec) who is over the age of majority in his/her province/territory of residence. Employees, representatives and agents of Contest Sponsor and Prize Supplier, and each of their respective its affiliates, subsidiaries, related companies, advertising and promotional agencies, and the household members (whether related or not) and/or the immediate family of any of the above, are not eligible to participate in the Contest. For the purpose of these Contest Rules, “immediate family” 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.
- b. The Contest Sponsor shall have the right at any time to require proof of identity and/or eligibility to participate in the Contest. Failure to provide such proof to the complete satisfaction of the Contest Sponsor may result in disqualification. 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 Entry or entrant in its and their sole discretion, should any Entry or entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

2. CONTEST PERIOD.

The Contest opens on August 3, 2018 at 12:00 AM EST and closes at August 4, 11:59 PM EST (the “**Contest Period**”).

3. HOW TO ENTER.

Except for those who are ineligible as identified in s.1.a above, any person who makes a monetary donation in person at the Cops for Cancer, Tour de Golden Horseshoe during the Contest Period will automatically receive a ballot for, one (1) entry for every \$5.00 CAD donated on the applicable Draw Date, in accordance with these Contest Rules (each an “**Entry**”). For clarity, ballots received on August 3, 2018 are only eligible for the Draw on August 3, 2018 and ballots received on August 4, 2018 are only eligible for the Draw on August 4, 2018. You must complete the ballot in order to participate in the Contest. Donations made to support the riders of the Tour de Golden Horseshoe and donations made online are not eligible to receive an Entry. There are no limits on the number of Entries you may receive in connection with your monetary donation.

4. PRIZE.

There will be two (2) prizes (the “**Prizes**”) available to be won:

- a) the first prize is a signed guitar from band 54.40 and a backstage meet and greet with the band for the Winner and up to 4 guests on August 3, 2018; and
- b) the second prize is a signed guitar from band Blue Rodeo and meet and greet backstage for the Winner and up to 4 guests on August 4, 2018.

www.tourdegh.ca





Restrictions:

The Prizes are non-transferable and may not be sold or traded. Each Prize must be taken as offered and cannot be substituted, redeemed or exchanged for cash, credit or alternative prizes, except in the Prize Supplier's sole discretion. The Prize Supplier reserves the right to substitute the Prize with another prize of equal or greater value. No credit or reimbursement will be provided if the Prize is not taken. The Prize cannot be combined with any other promotional offer or offers provided by the Prize Supplier.

Approximate Retail Value: Each Prize has an approximate retail value of \$1,000 CAD. Under no circumstance whatsoever will any difference between the actual and approximate retail values be awarded.

Each Prize is subject to all of the terms and conditions as stated by the Prize Supplier and will be delivered to the confirmed Winners directly from the Contest Sponsor in person or to the address/email address provided after the potential Winner has been successfully contacted and notified of his/her Prize and has fully complied with the Contest Rules. In the event that the guitar portion of the Prize is shipped, it will not be insured and neither Contest Sponsor nor any of the Released Parties (mentioned below) shall assume any liability for a lost, damaged or misdirected Prizes.

5. ELIGIBLE WINNER SELECTION.

Each winner (the "Winner") shall be selected as follows:

- a. The odds of being selected as the potential Winner are dependent upon the number of eligible Entries submitted and received in accordance with these Contest Rules. On each of August 3 and 4, 2018 in Port Colborne at approximately 8:00 PM EST (each a "**Draw Date**"), a data pull for all eligible Entries will be completed and one (1) potential Winner will be selected by a random draw from all eligible Entries submitted and received in accordance with these Contest Rules (each a "Draw").
- b. Immediately following each Draw, the Contest Sponsor or its representatives will announce the potential Winner on stage. If a potential Winner is not physically present, the Contest Sponsor or its representatives will telephone the individual with the telephone number written on the ballot. Each potential Winner will have 30 minutes from the phone call to respond to claim the full Prize. If he or she fails to respond during that timeframe, the potential Winner will forfeit the meet and greet portion of the Prize but will still be eligible for the guitar portion of the Prize. (For clarity, another draw for the forfeited meet and greet portion of the Prize, will NOT be undertaken by the Contest Sponsor.)
- c. In the event that a potential Winner fails to claim the meet and greet portion of the Prize, he or she may still be eligible to win the guitar portion of the Prize. The Contest Sponsor or its representatives will proceed to make no less than three (3) attempts to contact the eligible Winner by phone and/or email during the 7-day period following the applicable Draw Date (the "**Contact Period**"). Upon notification, the eligible Winner 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 PM EST** on the required return date stipulated in such notification. If the potential Winner does not respond in accordance with these Contest Rules, he/she may be disqualified, at the sole and absolute discretion of the Contest Sponsor. Neither the Contest Sponsor, nor the 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 the confirmed Winner, each eligible potential Winner will be required to answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question in person on the Draw Date or after the Draw Date, during a telephone call, and comply with the Contest Rules. Without limiting the generality of the forgoing, 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 Contest Rules.

www.tourdegh.ca





- e. The Winner of Prize on the August 3, 2018 Draw Date is ineligible to win the Prize on the August 4, 2018 Draw Date.

6. RELEASE.

- a. Each Winner and his/her guests will be required to execute a legal agreement and release (“**Release**”) that confirms each Winner’s and/or guests’:
- eligibility for the Contest and compliance with these Contest Rules;
 - acceptance of the Prize as offered;
 - release of the Contest Sponsor and its respective parent companies, subsidiaries, affiliates, employees, directors, officers, unit-holders, Prize Supplier, agents, sponsors and administrators (the “**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 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 Supplier 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. To participate in the meet and greet portion of the Prize, the Release must be executed on the Draw Date or the selected potential Winner may, in the sole discretion of the Contest Sponsor, be disqualified and the entirety of the Prize forfeited. In the event that the Contest Sponsor or its representative has contacted the potential Winner during the Contact Period, 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 guitar portion of the Prize be forfeited.

7. INDEMNIFICATION BY ENTRANT.

By entering this Contest, each entrant releases and holds Released Parties harmless from any and all liability for any injuries, loss or damage of any kind to the entrant, 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 Contest Rules, or in any Prize-related activity. Each entrant agrees to fully indemnify the Released Parties from any and all claims by third parties relating to the Contest, without limitation.

8. LIMITATION OF LIABILITY.

- a. The Released Parties assume no responsibility or liability for lost, late, misdirected or incomplete 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. 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. 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.

www.tourdegh.ca





- b. The Released Parties are not responsible for any injury or damage caused to any entrant, person or entity relating to or resulting from participating or attempting to participate in the Contest. Entrant 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.

9. CONDUCT.

By entering this Contest, each entrant agrees to be bound by these Contest Rules, which will be posted at www.tourdegh.ca and available at Canadian Cancer Society, 55 St Clair Avenue West, Suite 300 Toronto, ON M4V 2Y7 throughout the Contest Period. Each entrant further agrees to be bound by the decisions of the Contest Sponsor, which shall be final and binding in all respects. The Contest Sponsor reserves the right, in its sole discretion, to disqualify any entrant found to be:

- a. violating the Contest Rules;
- b. tampering or attempting to tamper with the entry process or the operation of the Contest;
- c. acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

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.

10. PRIVACY & USE OF PERSONAL INFORMATION.

By participating in the Contest, the entrant:

- 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 Winner;
- b. grants to the Contest Sponsor the right to use his/her Personal Information for publicity and promotional purposes relating to the Contest, in any and all media now known or hereafter devised, without further compensation unless prohibited by law, and
- c. 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) and (b) above.

The Contest Sponsor and any third party agents of the Contest Sponsor will use the entrant's Personal Information only for identified purposes, and protect the entrant'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.

11. 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 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. The Contest Sponsor and Cops for Cancer Tour de Golden Horseshoe are trademarks of Canadian Cancer Society.

www.tourdegh.ca





Canadian
Cancer
Society



12. TERMINATION AND AMENDMENTS

The Contest Sponsor reserves the right to cancel, amend, modify or terminate all or any portion of this Contest at any time for any reason without prior notice. The Contest Sponsor reserves the right to adjust any of the dates, timeframes and/or other Contest mechanics stipulated in these Contest Rules, to the extent necessary, for purposes of verifying compliance by any entrant or Entry with these Contest 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 Contest Rules, or for any other reason.

13. LAW.

These are the official Contest Rules. This Contest is subject to applicable federal, provincial and municipal laws and regulations. These Contest Rules are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over the Contest Sponsor.

14. LANGUAGE.

In the event of any discrepancy or inconsistency between the terms and conditions of these English Contest Rules and disclosures or other statements contained in any Contest-related materials, including but not limited to the Contest entry form, French version of these Contest Rules or point of sale, television, print or online advertising, the terms and conditions of these English Contest Rules shall prevail, govern and control.

TOR_LAW\ 8490114\1

www.tourdegh.ca

