



**CANADIAN CANCER SOCIETY
EARLY BIRD REGISTRATION INCENTIVE CONTEST
OFFICIAL CONTEST RULES (“Contest Rules” or “Rules”)**

The Canadian Cancer Society **EARLY BIRD REGISTRATION INCENTIVE CONTEST** (herein referred to as the “**Contest**”) is conducted in Canada by the Canadian Cancer Society (“**CCS**” or the “**Contest Sponsor**”) and shall be construed and evaluated according to applicable Canadian law. The Contest is open to legal residents of Canada over the legal age of majority in their province/territory of residence. Do not enter the Contest if you are not a legal resident of Canada over the age of majority in your province/territory of residence. 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 who is over the age of majority in his/her province/territory of residence. Employees, representatives and agents of Contest Sponsor, 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 December 18, 2018 at 12:01 AM EST, and closes at 11:59 PM EST, January 31, 2019, (the “**Contest Period**”).

3. HOW TO ENTER.

To participate in the Contest you must complete and submit an online or offline registration form (the “**Registration**”):



1. Online - go to www.relayforlife.ca (the "**Website**") and follow the on-screen instructions to register for a Relay For Life event. Once you have fully completed the registration form with all required information follow the on-screen instructions to complete your registration. Registrations must be received by CCS by 5:00 PM EST on January 31, 2019. The Released Parties (defined below) take no responsibility for any computer, hardware, software or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission, delayed transmission or non-transmission any Registration (all of which are void); or
2. Offline – obtain an offline registration form from the local Relay representative. Submit the completed offline registration form to the local Relay representative by 5:00 PM EST time on January 31, 2019. To be eligible, your registration must: (i) if mailed, be sent and received in an envelope bearing sufficient postage; (ii) if mailed, be post-marked during the Contest Period and (iii) if handed in person or if mailed, received by the local Relay representative no later than 5:00 PM EST on January 31, 2019. The local Relay representative will submit the completed registration form to the Contest Sponsor by February 1, 2019. The Released Parties take no responsibility for any lost, stolen, delayed, illegible, damaged, misdirected, late or destroyed registrations (all of which are void).

Each Registration will receive one (1) entry in the Contest (an "Entry"). Each entrant may only enter once in the Contest.

Eligibility for Entries:

Each participant who registers online or offline and whose registration is received by Contest Sponsor or local Relay representative before 5:00 PM EST on January 31st, 2019 is eligible to be entered in the Contest.

All Registrations are subject to verification by the Contest Sponsor in its sole and absolute discretion. The Contest Sponsor reserves the right, in its sole and absolute discretion, to require proof of the validity of any Registration (in a form acceptable to the Contest Sponsor – including, without limitation, government issued photo identification). Failure to provide such proof to the complete satisfaction of the Contest Sponsor within the timeframe specified by the Contest Sponsor, in its sole discretion, may result in disqualification of the Entry.

i. PRIZE.

There will be one (1) prize available to be won for each Relay for Life venue consisting of one (1) VIP experience for a winner and his/her team (each a "Prize" and collectively, the "Prizes"). The VIP experience is an upgraded team space set up at



each Relay for Life venue designed to provide a relaxing experience to the winner of the Prize and his/her team. The winner of the Prize and his/her team will be provided a complimentary space, facilities and extra perks on the day of the Event as part of the VIP experience. The Prize is subject to the following conditions:

- a. The Winner and his/her guest are responsible for transportation to and from the Relay for Life venue and all other expenses not expressly stated as included herein.
- b. The Prize is non-transferable and without limiting the foregoing, the Prize may not be sold or traded, the Prize must be taken as offered and cannot be substituted, redeemed or exchanged for cash, credit or alternative prizes, except at the Contest Sponsors sole discretion.

Approximate Retail Value: Each Prize has a **maximum** potential retail value of \$400 CAD.

Each Prize is subject to all of the terms and conditions as stated by the Contest Sponsor.

5. ELIGIBLE WINNER SELECTION.

One (1) winner for each Relay for Life venue 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. Between February 11 and February 15 (the "**Draw Period**"), a data pull from all eligible Entries will be completed for each Relay for Life venue and one (1) potential winner for each Relay for Life venue will be selected by random draw from all eligible Entries submitted and received in accordance with these Contest Rules.
- b. Following the Draw Period, the Contest Sponsor or its representatives will make no less than three (3) attempts to contact each eligible winner by phone and/or email, during the five (5) day period (the "**Contact Period**") immediately following the Draw Period. Upon notification, each eligible winner must respond by telephone and/or email to the contact provided in the notification, and each eligible winner's response must be received by the Contest Sponsor by no later than **5:00 PM local time on March 1st, 2019**. If any one potential winner does not respond in accordance with these Contest Rules, they may be disqualified, at the sole and absolute discretion of the Contest Sponsor, in which event they will not receive the Prize and another potential winner may be selected for the relevant Relay for Life venue from the remaining eligible Entries, 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 the Released Parties are responsible for the failure for any reason whatsoever of the eligible winners to receive notification or for the Contest Sponsor to receive the eligible winners' responses.

- c. Before being declared a 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 during a pre-arranged 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.

6. RELEASE.

- a. Each Winner and his/her guests will be required to execute a legal agreement and release ("**Release**") that confirms the 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 subsidiaries, affiliates, employees, directors, officers, 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 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 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 computer, 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 computer network or lines on account of technical problems or otherwise.
- 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.relayforlife.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's, 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 Contest Sponsors and/or its 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 RELAY FOR LIFE are trademarks of Canadian Cancer Society.

12. TERMINATION AND AMENDMENTS

The Contest Sponsor reserves the right, subject only to the approval of the *Régie des alcools, des courses et des jeux* (the "Régie"), 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, subject only to the approval of the Régie, 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.

For residents of Quebec: 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 board only for the purpose of helping the parties reach a settlement.

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.