



**2019 The 5K FoamFest National Fundraiser Contest
Official Rules and Regulations**

1. SPONSOR AND PRIZE SUPPLIER

The sponsor of this Contest is **Make-A-Wish® Canada** located at **4211 Yonge Street, Suite 520, Toronto, ON M2P 2A9** (“**Contest Sponsor**”)

The Contest is conducted in Canada by “**Make-A-Wish Foundation® of Canada**” in partnership with **365 Sports Inc.**, (herein after referred to as the “**Contest Sponsor**”), and WestJet, an Alberta Partnership, (herein after referred to as the “**Prize Supplier**”) 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. You are not eligible to enter this Contest if you are not a legal resident of Canada over the legal age of majority in your province/territory of residence. Contest is void in whole or in part outside of Canada and where prohibited or restricted by law. Entry in this Contest constitutes each entrant’s acceptance of, and agreement to be legally bound by, these 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. Participation in this Contest constitutes each entrant’s acceptance of, and agreement to be legally bound by, these Contest Rules.

2. CONTEST PERIOD

The Contest opens at 12:01 AM EDT on May 6, 2019 (the “**Contest Starting Date**”) and ends at 11:59 p.m. EDT on September 30, 2019 (the “**Contest Closing Date**”).

3. ELIGIBILITY

- a. Eligibility:** To be eligible, you must be a resident of Canada over the age of majority in your province of residence as at the Contest Starting Date. Employees, representatives and agents of the Contest Sponsor, Prize Supplier its affiliates, subsidiaries, related companies, 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 (i.e. valid Government ID). 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. All personal and other information requested by and supplied to the Contest Sponsor for the purposes of this Contest must be truthful, complete, accurate and in no way misleading. The Contest Sponsor reserves the right to disqualify any Entry (as defined below) or entrant, in its sole discretion, should any entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

4. HOW TO ENTER THE CONTEST:

There are two (2) ways to earn an Entry (**herein after referred to as an "Entry"**) in the Contest, as follows:

You must be a registered participant in the 2019 The 5K FoamFest event and raising funds for the **Contest Sponsor**. If you are not a registered participant you must first register, by going to www.the5kfoamfest.com/canada/ (the "**Website**") and follow the on-screen instructions to register for *The 5K FoamFest* ("**The 5K FoamFest**"). Once you have fully completed the registration form with all required information, follow the on-screen instructions to complete your registration (the "Registration"). Secondly you must start a Make-A-Wish Fundraising page for the event you have registered at by going to www.5kfoamfest.makeawish.ca

Eligibility for Entry:

- a. Fundraise \$250.00 CDN or more on or before the **Contest Closing Date** and you will receive one ballot for the contest.
- b. To obtain one (1) Entry in the Contest without fundraising, without making a donation and/or without registering for *The 5K FoamFest* AND setting up a Make-A-Wish Fundraising page, you must print your first name, last name, telephone number, complete mailing address (including postal code), age and signature on a plain white piece of paper and mail it (in an envelope with sufficient Canadian postage) along with a 100 word essay (the "**Sentence**") on the importance of *The 5K FoamFest* and fundraising for Make-A-Wish Canada to: **Make-A-Wish Canada, 4211 Yonge Street, Suite 520, Toronto, Ontario M2P 2A9** Telephone: 416.224.9474, Fax Number: 416.224.8795. Charitable Registration Number: 895269173RR0001. ATTN: *The 2019 National 5K FoamFest Fundraising Contest* (the "**Request**"). Upon receipt of your Request in accordance with these Contest Rules, you will receive one (1) Entry in the Contest per unique and original Sentence per envelope with sufficient Canadian postage. To be eligible, any Request you send



must: (i) be received separately in an envelope bearing sufficient Canadian postage (i.e. multiple Requests in the same envelope will be void); and (ii) be post-marked during the Contest Period and received by no later than September 30, 2019, 11:59 PM EDT. The Released Parties (as defined below) take no responsibility for any lost, stolen, delayed, illegible, damaged, misdirected, late or destroyed Requests (all of which are void).

HOW TO SUBMIT ONLINE DONATIONS

To be eligible to count towards your total fundraising (the “**Amount**”) for the purposes of this Contest, all donations (the “**Donation(s)**”) you fundraise and/or make in relation to this Contest must be completed ONLINE through your account on the Website during the **Contest Period**. For any Donations received offline, you have one of the following two (2) choices:

- If you have collected offline Donations (e.g. cash and/or cheques payable directly to you), then you may choose to visit the Website during the Contest Period and input the Donations directly through the Website using your credit card. You must input the actual donor’s full name and complete mailing address, along with a valid email address for the donor. If the actual donor’s email address is not available, then you may input your own email address and then forward the tax receipt to the donor.
- Alternatively, any offline Donations that you have collected (e.g. cash and/or cheques payable directly to you or the Contest Sponsor) may be forwarded directly to Contest Sponsor for processing. In such circumstances, however, any such Donations received offline (even if such Donations are subsequently processed and reflected online) and/or processed outside the Contest Period will NOT be counted towards your Amount.

All Donations 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 Donation (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 in a within the timeframe specified by the Sponsor, in its sole discretion, may result in disqualification of the Donation. In the event of a discrepancy regarding a Donation (including, without limitation, the validity of a Donation to be counted towards a participant’s Amount), the Contest Sponsor will investigate the matter and its decisions in this and all other regards will be final and binding without right of appeal.

In the event of a dispute as to the identity of the person submitting an Entry, the Contest Sponsor reserves the right, in its sole and absolute discretion, to deem the entrant to be the authorized account holder of the e-mail address associated with the entry. For the purpose of these Contest Rules, “authorized account holder” of an e-mail address is defined as the natural person who is assigned to an



e-mail address by an Internet access provider, on-line service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. An entrant may be required to provide the Contest Sponsor with proof that the entrant is the authorized account holder of a particular e-mail address.

5. THE PRIZE

There will be one (1) Grand Prize available to be won and will consist of:

- One (1) WestJet voucher valid for one (1) roundtrip flight for two (2) guests valid from any WestJet Canadian destination on a regularly scheduled marketed and operated WestJet flight. Voucher is subject to the terms and conditions set out herein, but not limited to, what is detailed below, and upon receipt of voucher).

WestJet Prize Voucher description and conditions:

1. Fees, taxes and surcharges are the responsibility of the guests traveling and must be paid for at the time of booking with a valid credit card. The exclusive Voucher number is valid from any WestJet Canadian destination on a regularly scheduled marketed and operated WestJet flight. This Voucher does not include optional fees such as checked baggage or cabin upgrades. ***Please book early to maximize your flight options
2. The Voucher is limited and subject to promotional space availability of eligible fare options and flight schedule. Not all flights have promotional space. The voucher is not valid for redemption on WestJet Vacations' packages, flights operated by Swoop, interline, code share or charter flights.
3. The Voucher is valid for one (1) roundtrip flight for two (2) from any WestJet Canadian destination on a regularly scheduled marketed and operated WestJet flight. All guests must travel together on the same itinerary, dates and flights.
4. Flights must be roundtrip to and from the same locations. Flights must depart from city A to city B and return from city B to city A.
5. The Voucher cannot be used on some dates, including statutory holidays and peak travel dates.
6. All bookings and travel must be completed by **October 2, 2020**.



7. The Voucher cannot be extended. Additionally, changes to travel dates or guest names are not permitted once a booking has been confirmed.
8. Bookings made with a gift of flight Voucher are not eligible for paid upgrades, except where the option to pay for an upgrade is available when checking in for the flight 24 hours prior to departure.
9. The Voucher becomes null and void if travel is cancelled once a booking is confirmed.
10. The individual booking the flight must be over the age of majority in their province.
11. The Voucher must be taken as offered and is not redeemable for cash.
12. The Voucher cannot be sold. In the event that it has been sold, this voucher will become void, and any flight bookings made with it will be cancelled immediately without notice or reimbursement. WestJet does not handle the payment, guarantee transactions, or buyer protection or seller certification, nor will WestJet be liable for the loss of funds resulting from a fraudulent transaction.
13. WestJet, Make-A-Wish Canada, and any of the released parties detailed below are not responsible for lost or mishandled Vouchers. Once the Voucher has been delivered to the winner, they are directly responsible for it.

Additional Restrictions:

Without limiting the foregoing, the following additional restrictions apply in the case of the Prize:

The Winner and his/her guest are responsible for transportation to and from the gateway airport and all other expenses not expressly stated as included herein.

Transportation is subject to availability, blackout periods, government restrictions and regulations, airline, airport or other transportation restrictions and regulations. The Winner and his/her guest are solely responsible for all expenses other than those expressly mentioned above as included - other transportation, attractions, merchandise, souvenirs, travel visas and all other personal expenses of any kind. None of the Released Parties (as defined below) are responsible for any delay, postponement, suspension, rescheduling or cancellation, for any reason, of any flight(s) and neither the Winners nor any other person or entity will be compensated in the event of such delay, cancellation or other event described herein. Other restrictions may apply.



The Prize is non-transferable, non-refundable 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 in the Prize Suppliers sole discretion. Prize Supplier reserves the right to substitute the Prize with a 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: The Prize has a maximum potential retail value of \$2,900 CAD - although the actual value will depend on the destination chosen and time of booking from originating city. Under no circumstances whatsoever will any difference between the actual and approximate retail values be awarded.

The Prize is subject to all the terms and conditions as stated by the Prize Supplier and will be delivered to the confirmed Winner directly from the Contest Sponsor to the address provided after the potential Winner has been successfully contacted and notified of his/her Prize and has fully complied with these Contest Rules. Shipped Prizes shall not be insured and neither the Contest Sponsor nor any of the Released Parties shall assume any liability whatsoever for a lost, damaged or misdirected Prize. All bookings/confirmations must be made through the Contest Sponsor's designated representatives or as Contest Sponsor may otherwise direct.

Tickets/vouchers for any event or experience associated with the Prize may not be exchanged, refunded, transferred or sold. The winner and his/her traveling companion must be available to travel on dates in conjunction with any event or experience associated with the applicable trip Prize. If the Winner (and/or his/her traveling companion) are not able to participate in any portion of the applicable Prize, that unused portion will not be compensated for or substituted with money or any other Prize.

6. ELIGIBLE WINNER SELECTION

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 October 1, 2019 in Toronto, Ontario after 5:00 PM EDT (the "**Draw Date**"), a data pull for all eligible Entries will be completed and one (1) potential Winner will be selected by random draw from all eligible Entries submitted and received in accordance with these Contest Rules.
- b. Following the Draw Date, the Contest Sponsor or its representatives will make no less than three (3) attempts to contact the eligible Winner by phone and/or email, during the ten (10) day period (the "**Contact Period**") immediately following the Draw Date. 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 EDT on the required return date stipulated in such notification. If the eligible 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, in which event he/she will not receive the Prize and another eligible entrant may be selected 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 any of the Released Parties (as defined below) are responsible for the failure for any reason whatsoever of an eligible Winner to receive notification or for the Contest Sponsor to receive an eligible Winner's response.
- c. Before being declared a confirmed Winner (the "**Winner**"), the eligible 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.

7. RELEASE

- a. The Winner and his/her guest will be required to execute a legal agreement and release ("**Release**") that confirms Winner's and/or guest's before being declared the Winner:
- I. Eligibility for the Contest and compliance with these Contest Rules;
 - II. Acceptance of the Prize as offered;
 - III. Release of Contest Sponsor, the Prize Suppliers and their respective parent companies, subsidiaries, affiliates, employees, directors, officers, unit-holders, 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

IV. 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 an eligible Winner or the selected potential Winner may, in the sole discretion of the Contest Sponsor, be disqualified and the Prize forfeited.

8. INDEMNIFICATION BY ENTRANT

By entering this Contest, each entrant 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 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.

9. 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.

- 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.

10. CONDUCT

By entering this Contest, each entrant agrees to be legally bound by these Contest Rules, which will be posted at www.5kfoamfest.com/canada and available at **Make-A-Wish® Canada located at 4211 Yonge Street, Suite 520, Toronto, ON M2P 2A9** 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 DAMAGE ANY WEBSITE RELATED TO THE CONTEST OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IN ANY WAY 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. 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.

11. 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 an eligible 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 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 Make-A-Wish® Canada's Privacy Policy available at: www.makeawish.ca and www.5kfoamfest.com/canada. 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 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, subject only to the approval of the Régie des alcools, des courses et des jeux (the "Régie") in Quebec, 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 in Quebec, to adjust any of the dates, timeframes and/or other Contest mechanics stipulated in these Contest Rules, to the extent deemed necessary by the **Contest Sponsor**, 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.. 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 Régie only for the purpose of helping the parties reach a settlement.

14. 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.

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, 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.