

5K Foam Fest – Maximization Fundraising Contest

Official Rules and Regulations

5K Foam Fest 2019 MAXIMIZATION FUNDRAISING CONTEST (herein referred to as the “Contest”) in support of Make-A-Wish® Canada (herein referred to as the “Charity Partner”) is intended to be conducted in Canada by 365 Sports (“365 Sports”- herein after referred to as the “Contest Sponsor”), and shall be construed and evaluated according to applicable Canadian law. Sony Canada and GoodLife herein after referred to as the “Prize Supplier”. Contest is void in whole or in part outside of Canada and where prohibited or restricted by law. Participation in this Contest constitutes each entrant’s acceptance of, and agreement to be legally bound by, these Contest Rules.

1. 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. To be eligible to win the GoodLife Prize, you must be 18 years or older to use the gym facilities without parental supervision. Employees, representatives and agents of the Contest Sponsor, Charity Partner, 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.

2. CONTEST PERIOD

Contest opens at 12:01 AM (the “Contest Starting Date”) on April 1th, 2019 and closes at 11:59 PM on September 19th, 2019 (the “Contest Closing Date”).

3. HOW TO ENTER THE CONTEST:

If you are not a participant you must first register, by going to www.5kfoamfest.com (the “Website”) and follow the on-screen instructions to register for the 5K Foam Fest (“Foam Fest”). Once you have fully completed the registration form with all required information, follow the on-screen instructions to complete your registration (the “Registration”). You then must go to 5kfoamfest.makeawish.ca and follow the on-screen instructions to create your personalized fundraising page on Make-A-Wish’s Peer to Peer Fundraising Platform (“Donor Drive”). All fundraising raised will be tracked on this website. You can enter as an individual fundraising participant or as part of a fundraising team.

There are three prizes to be won. Two prizes for individual fundraisers and one prize for a fundraising team. In the case there is a tie in the amount raised, a random draw will take place to select one winner.

a. Eligibility for Entry:

- i. Prize #1: The top individual fundraiser across Canada will win a Sony Bravia 55” 4k HDR Ultra HD Smart TV (KD-55/x750F). Contest closes September 19th at 11:59pm.
- ii. Prize #2: The second highest fundraiser across Canada will win a Sony Action Cam (With Live View Remote HDR-AS50R) and Finger Grip Accessory (AKA-FGP1) and Cap Clip (AKA-CAP!). Contest closes September 19th at 11:59pm.
- iii. Prize #3: The top fundraising team across Canada who raises the most donations will win six (6) Goodlife passes valid for three months and available at any fitness facility in Canada. Must be redeemed within 30 days of being awarded. Cannot be used in conjunction with an existing membership. Contest closes September 19th at 11:59pm.
- iv.

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 Charity Partner 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 Charity Partner 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 Charity Partner – including, without limitation, government issued photo identification). Failure to provide such proof to the complete satisfaction of the Charity Partner 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 Charity Partner 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 Charity Partner 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.

4. THE PRIZES

There will be one (3) Prize (the "Voucher") available to be won, consisting of one

- (1) Sony Bravia 55" 4k HDR Ultra HD TV (KD-55/x750F)
- (2) SonyAction HDR-AS50R Action Cam with Live-View Remote and
- (3) Six (6) three-month passes to GoodLife.

The Prize is subject to the following conditions:

1. GoodLife Passes - Available at any GoodLife Fitness facility in Canada. Must be redeemed within 30 days of being awarded. Cannot be used in conjunction with an existing membership. Must be 18 years or older,
2. TV and Action Cam - must have valid address to ship product to and must be over the age of majority in your province of residence

Approximate Retail Value:

Prize 1: Bravia 55" 4k HDR Ultra HD TV (KD-55/x750F. - \$949.99

Prize 2: Action Cam with Wi-Fi & GPS - waterproof case - FDRX3000R/W - \$449.99

Prize 3: Six (6) three-month passes to GoodLife - valued at \$1200 (\$200 each)

5. ELIGIBLE WINNER SELECTION

The Winners 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 September 20th in Meaford ON at approximately 10:00 AM (the "Draw Date"), will be announced. The winner will be selected based on who has raised the most donations and will be evaluated based on the individual participants donor drive fundraising page. If there is a tie (a tie means the same number was raised), a random draw will take place to determine the winner.
- 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.

6. 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:
 - i. Eligibility for the Contest and compliance with these Contest Rules;
 - ii. Acceptance of the Prize as offered;
 - iii. Release of Contest Sponsor, the Charity Partner the Prize Supplier 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 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. 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.

7. 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.

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.

- 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 participating in this this Contest, each entrant agrees to be legally bound by these Contest Rules, which will be posted at <https://the5kfoamfest.com/> and available at 365 Sports Head Office - 71 Edwin Street East, Meaford, ON N4L 1C4 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.

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 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 Foundation Privacy Policy available at: <https://makeawishswo.ca/our-commitment-you/privacy-policy>. 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 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. , 5K Foam Fest, are trademarks of 365 Sports.

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") 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.

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.