

## Contest rules and regulations

### The Arthritis Society's Walk for Arthritis Email Campaign Contest Draws 2018 Generic Email Campaign Prizing Terms & Conditions

THE ARTHRITIS SOCIETY'S WALK FOR ARTHRITIS EMAIL CAMPAIGN PRIZE DRAW (THE "CONTEST") IS INTENDED TO BE CONDUCTED IN CANADA ONLY AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE CANADIAN LAW. THE CONTEST IS OPEN TO LEGAL RESIDENTS OF CANADA ONLY. DO NOT ENTER THIS CONTEST IF YOU ARE NOT A LEGAL RESIDENT OF CANADA. NO PURCHASE IS NECESSARY. THERE IS NO AGE RESTRICTON FOR PARTICIPANTS. THE FOLLOWING CONDITIONS MUST BE MET IF THE PARTICIPANT IS A MINOR; (1) A PARTENTAL/LEGAL GUARDIAN MUST CONSENT TO THE MINOR'S PARTICIPATION IN THE CONTEST, (2) THE PRIZE MUST BE AWARDED TO THE PARENT/LEGAL GUARDIAN OF THE WINNER (AND NOT TO THE MINOR, (3) THE PARENT LEGAL GUARDIAN MUST SIGN THE RELEASE FROM ON BEHALF OF THE WINNER. VOID IN WHOLE OR PART WHERE PROHIBITED BY LAW. ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES (THE "CONTEST RULES").

## 1. ELIGIBILITY. To be eligible for this Contest, an individual must:

- a. be a legal resident of Canada, as per the applicable laws of Canada, and
- b. if a minor (1) a parent/legal guardian must consent to the minor's participation in the Contest; (2) the prize must be awarded to the parent/legal guardian of the winner (and not to the minor); (3) the parent/ legal guardian must sign the release form on behalf of the winner
- c. The winner must sign the release form. Employees of The Arthritis Society Prize Supplier, their affiliates, subsidiaries, related companies, advertising and promotional agencies, and the household members 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.

The Arthritis Society's Walk for Arthritis 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 may result in disqualification. All personal and other information requested by and supplied to the Arthritis Society for the purpose of this Contest must be truthful, complete, accurate and in no way misleading. The Arthritis Society's Walk for Arthritis 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. DRAW PERIOD.

As stated for each specific draw via an email that is sent to registered and past the Arthritis Society's Walk for Arthritis participants. More information about how to receive the email can be found on our web site. (The "Contest Period")

### 3. HOW TO ENTER.

a. There is no purchase necessary to enter the Draw(s). Complete the requirements as outlined in each specific draw via an email that is sent to registered and past participants of the Arthritis Society's Walk for Arthritis. More information about how to receive the email can be found on The Arthritis Society's Walk for Arthritis website.

b. There is no purchase necessary to enter the Draw(s). You may also enter the Contest without registering for the Walk for Arthritis (or raising any Walk Donations) by mailing the Arthritis Society's Walk for Arthritis, at the address; Arthritis Society 393 University Ave 17th Floor, Toronto, ON, M5G 1E6, a legible, handwritten request for entry in the Contest (on a piece of paper not exceeding 8" by 11"), which includes your full name, mailing address, (including postal code) e-mail and phone number and a sentence explaining why you believe the Arthritis Society's Walk for Arthritis is an important event. To be eligible for the Contest, your entry must be mailed in an envelope bearing sufficient postage, must be postmarked on or before the deadline date that is specified in the eblast and must be received by the Arthritis Society's Walk for Arthritis at the above address.

c. Any required dollar amount, if any, raised for entry into the contest must be submitted by 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. Potential winner may be required to provide the Arthritis Society's Walk for Arthritis with proof that the potential winner is the authorized account holder of the e-mail address associated with the winning Entry.

### 4. HOW TO SUBMIT DONATIONS

To be eligible to count towards the participant's total fundraising amount (the "Fundraising Amount") in these Programs, all donations (the "Donation(s)") in relation to these Programs must be completed online only between January 2018 and the end date as per each specific email that is sent out with the contest details (the Donation Period"). All Donations are subject to verification by the Arthritis Society's Walk for Arthritis in its sole and absolute discretion. the Arthritis Society's Walk for Arthritis reserves the right, in its sole and absolute discretion, to require proof of the validity of any Donation (in a form acceptable to the Arthritis Society's Walk for Arthritis including, without limitation, government issued photo identification). Failure to provide such proof to the satisfaction of the Arthritis Society's Walk for Arthritis in a timely manner 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 Fundraising Amount), the Arthritis Society's Walk for Arthritis will investigate the matter and its decisions in this and all other regards will be final and binding without right of appeal.

### 5. PRIZE.

a. As described for the specific draw via an email that is sent to current and past participants of the Arthritis Society's Walk for Arthritis. More information about how to register for the emails can be found on the web site.

- b. The Prize will be delivered to the Winner directly from the Arthritis Society's Walk for Arthritis to the address provided during registration on the Arthritis Society's Walk for Arthritis website after the Winner has been successfully contacted and notified of his/her Prize and has complied with the Contest Rules.
- c. Prize must be accepted as awarded and cannot be transferred, substituted or redeemed for cash. The Arthritis Society's Walk for Arthritis reserves the right, in their sole discretion; to substitute any and all of the Prize for another Prize of equal or greater value should the advertised Prize not be available in the selected Winner's region or area.
- d. The Arthritis Society's Walk for Arthritis has the right to substitute any and all of the Prize for another Prize of equal or greater value should the advertised Prize not be available in the selected Winner's region or area.

## 6. WINNER SELECTION.

Winners shall be selected as follows:

- a. After the deadline has passed for the "contest period" the Arthritis Society's, located in Toronto at 393 University Ave 17th Floor, Toronto, ON, M5G 1E6, will conduct a data pull for all qualified participants. The list will be exported to a spreadsheet. The Winner(s) will be selected by a random draw from all eligible Entries received. The odds of being selected as a potential Winner are dependent upon the number of eligible Entries received. Before being declared a Winner, the selected 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 or email and comply with the Contest Rules.
- b. THE SELECTED POTENTIAL WINNER WILL BE NOTIFIED BY EMAIL OR TELEPHONE. Upon notification, the selected potential Winner must respond by EMAIL OR TELEPHONE (and answering the skill testing question within the time frame listed above) with the address provided in the notification and the selected potential Winner's response must be received by the Arthritis Society's Walk for Arthritis within 30 days. If the selected potential Winner does not respond in accordance with these Contest Rules, he/she will be disqualified and will not receive the Prize and another potential Winner may be selected in the Arthritis Society's Walk for Arthritis sole discretion. The potential Winner will be required to correctly answer a skill-testing question in order to claim the Prize and will have to respond to the Arthritis Society's Walk for Arthritis within 30 days. This skill-testing question will be mathematical in nature. A new winner will be selected via the above mentioned process if the winner does not respond within the time frame provided.

## 7. RELEASE.

The Winner will be required to execute a release ("Release") that confirms Winner's: (i) eligibility for the Contest and compliance with these Contest Rules; (ii) acceptance of the Prize as offered; (iii) release of the Arthritis Society's Walk for Arthritis and its respective parent companies, subsidiaries, affiliates, employees, directors, officers, unit holders, suppliers, agents, the Arthritis Society's Walk for Arthritis and administrators (the "Releasee") 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 any Prize, 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 Arthritis Society's Walk for Arthritis of the unrestricted right, in the Arthritis Society's Walk for Arthritis' 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. The executed Release must be returned within two (2) business days of the verification as a Winner or the selected potential Winner will be disqualified and the Prize forfeited.

## 8. INDEMNIFICATION BY ENTRANT.

By entering this Contest, entrant releases and holds Releasee harmless from any and all liability for any injuries, loss or damage of any kind to the entrant, Releasee or any other person, including 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. The entrant agrees to fully indemnify Releasee from any and all claims by third parties relating to the Contest, without limitation.

## 9. LIMITATION OF LIABILITY.

The Arthritis Society's Walk for Arthritis assumes no responsibility or liability for lost, late, misdirected or incomplete Entries, notifications, responses, replies 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 Arthritis Society's Walk for Arthritis is 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 Arthritis Society's Walk for Arthritis assumes 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 Arthritis Society's Walk for Arthritis is not responsible for any problems, failures or technical malfunction of any telephone network or lines on account of technical problems or otherwise. The Arthritis Society's Walk for Arthritis is not responsible for any injury or damage caused to entrant relating to or resulting from participating 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 any prize. The Arthritis Society's Walk for Arthritis assumes 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 Arthritis Society's Walk for Arthritis, 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, entrant agrees to be bound by these Contest Rules, which will be posted at [www.walkforarthritis.ca](http://www.walkforarthritis.ca) and available at the Arthritis Society's head office, located in Toronto at 393 University Ave 17th Floor, Toronto, ON, M5G 1E6 throughout the Contest Period. Entrant further agrees to be bound by the decisions of the Arthritis Society's Walk for Arthritis, which shall be final and binding in all respects. The Arthritis Society's Walk for Arthritis reserve the right, in their sole discretion, to sustainably, 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, THE ARTHRITIS SOCIETY'S WALK FOR ARTHRITIS RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CRIMINAL PROSECUTION.

## 11. PRIVACY / USE OF PERSONAL INFORMATION.

By participating in the Contest, the entrant: (a) grants to the Arthritis Society's Walk for Arthritis the right to use his/her name, mailing address, telephone number and e-mail address (the "Personal Information") for the purpose of administering the Contest, including but not limited to contacting the Winner; (b) grants to the Arthritis Society's Walk for Arthritis 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 Arthritis Society's Walk for Arthritis may disclose his/her Personal Information to third-party agents and service providers of any of the Arthritis Society's Walk for Arthritis in connection with any of the activities listed in (a) and (b) above. The Arthritis Society's Walk for Arthritis and any third party agents of the Arthritis Society's Walk for Arthritis 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 Arthritis Society's Privacy Policy available at: <http://www.arthritis.ca/privacypolicy>

## 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 Arthritis Society's Walk for Arthritis 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 Arthritis Society's Walk for Arthritis is a trademark of The Arthritis Society.

## 13. TERMINATION.

The Arthritis Society's Walk for Arthritis reserves the right, in their sole discretion, to cancel, amend, modify or terminate all or any portion of this Contest at any time for any reason without prior notice.

## 14. LAW.

These are 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 Arthritis Society's Walk for Arthritis. Unless you are a Quebec resident in which case the law applicable in Quebec shall apply, all issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules or the rights and obligations as between the entrant and the Arthritis Society's Walk for Arthritis in connection with the Contest shall be governed by and construed in accordance with the laws of the province of Ontario including procedural provisions 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.

## 15. LANGUAGE.

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