

## All about food allergy program video Contest Rules and Regulations

THE ALL ABOUT FOOD ALLERGY PROGRAM CONTEST (THE “CONTEST”) IS INTENDED TO BE CONDUCTED IN CANADA ONLY, EXCLUDING QUEBEC, AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE FEDERAL, PROVINCIAL, TERRITORIAL AND MUNICIPAL LAW. NO PURCHASE IS NECESSARY. VOID IN WHOLE OR PART WHERE PROHIBITED BY LAW. BY ENTERING THIS CONTEST, YOU ACCEPT THAT YOUR PARTICIPATION AND THE CONTEST WILL BE GOVERNED BY THESE CONTEST RULES, WHICH RULES CONSTITUTE A BINDING AGREEMENT BETWEEN THE ENTRANT AND FOOD ALLERGY CANADA WITH RESPECT TO THE CONTEST (“CONTEST RULES”).

### 1. ENTRANT ELIGIBILITY

To be eligible for this Contest, you must be: a legal resident in Canada, excluding Quebec; over the age of majority in your province or territory of residence at the time of entry to the Contest; not be an employee, representative or agent of Food Allergy Canada (“the Sponsor”), or their respective affiliated or related companies or the Contest administrators (collectively the “Contest Entities”) (or domiciled with any such person or the immediate family member of any such person). For the purposes of these Contest Rules, “immediate family member” means parent, child, sibling, spouse, in-laws, grandchild or grandparent. Only individuals meeting these requirements will be considered eligible Entrants (the “Entrant”). The Sponsor has the right at any time to require proof of an Entrant’s eligibility to participate in the Contest. Failure to provide such proof may result in disqualification. All information supplied to the Sponsor for the purpose of the Contest must be truthful, complete, accurate and in no way misleading.

### 2. FOOD ALLERGY CANADA

Food Allergy Canada is a not-for-profit charity continued and existing under the Canada Not-for-profit Corporations Act (Canada), located at 505 Consumers Road, Suite 507, Toronto, Ontario, M2J 4V8.

### 3. TERM

The Contest begins 12:00 a.m. Eastern Daylight Time (“EDT”) on May 8, 2023, and ends 11:59 p.m. EDT on June 10, 2024 (the “Contest Period”).

### 4. HOW TO ENTER

No purchase is necessary to enter the Contest. During the Contest Period, Entrants must complete the [online entry form](#) page by entering their full name, school, mailing address, email address and telephone number, submitting their Video Entry (which must be in compliance with the Video Entry Requirements set out below), agreeing to these Contest Rules, confirming compliance with the eligibility and video requirements and clicking on “Submit” (each a “Contest Entry”).

Participants will only be entered once per school year into the contest regardless of the number of submissions provided through the contest entry form.

Once an Entrant submits their Contest Entry, the Sponsor and/or its promotional agency or designated content moderator (the “Reviewer”) will initially screen every Video Entry. Any Video Entry that the

Reviewer deems, in its sole and absolute discretion, to violate the terms and conditions set forth in these Contest Rules is subject to disqualification. The Reviewer reserves the right, in its sole and absolute discretion at any time, to modify, edit or remove any Video Entry, or to request an Entrant to modify, edit and/or re-submit his or her Video Entry, in order to ensure that the Video Entry complies with these Contest Rules, or for any other reason. Please allow up to 1 week for the approval of Contest Entries.

Incorrect and/or incomplete Contest Entries, entries received outside the Contest Period, and/or video entries that contain obscene or offensive content or language or any content or language communicating messages inconsistent with the positive reputation and image with which Sponsor wishes to associate itself (all as determined by Sponsor in its sole discretion) will be void.

Once approved, the Entrant will be advised if their entry will be added to the All about food allergy program pages. Entrants are encouraged to share the link to their video with their colleagues, friends and family. Please do not send the link to anyone that would consider such an email to be 'spam'.

All Contest Entries will be recorded at the time of submission which will be used to determine eligibility for the applicable Prizes.

By entering the Contest, Entrants agree to accept and abide by the Contest Rules. All decisions of the Sponsor with respect to any aspect of this Contest, including without limitation the eligibility of any Contest Entries, are final and binding for all Entrants in all matters as they relate to this Contest.

#### VIDEO ENTRY REQUIREMENTS:

BY SUBMITTING A VIDEO ENTRY, YOU AGREE THAT THE VIDEO COMPLIES WITH ALL CONDITIONS STATED IN THESE CONTEST RULES. THE RELEASED PARTIES (DEFINED BELOW) WILL BEAR NO LEGAL LIABILITY REGARDING THE USE OF YOUR VIDEO. THE RELEASED PARTIES SHALL BE HELD HARMLESS BY YOU IN THE EVENT IT IS SUBSEQUENTLY DISCOVERED THAT YOU HAVE DEPARTED FROM OR NOT FULLY COMPLIED WITH ANY OF THESE CONTEST RULES.

By participating in the Contest, each Entrant hereby warrants and represents that his/her Video Entry:

- I. is original to him/her;
- II. if the Video Entry depicts or includes any third party, he/she must have all permissions and rights from the individual depicted (and his/her parent or legal guardian, if a minor) and agrees to provide Sponsor with written confirmation of those permissions and rights upon request;
- III. does not violate any law, statute, ordinance or regulation;
- IV. will not give rise to any claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party, or give rise to any claims whatsoever;
- V. must be intended for family audience viewing and contain only content that, in the sole and unfettered discretion of the Sponsor, is suitable for all persons, including persons under the age of 13; and
- VI. is not defamatory, trade libelous, pornographic or obscene, and further that it will not contain, discuss or involve, without limitation, any of the following: nudity; alcohol/drug consumption or smoking; sexual activity, or sexual innuendo; crude, vulgar or offensive language or behaviour;

derogatory characterizations of any ethnic, racial, sexual, religious or other groups (including, without limitation, any competitors of Sponsor); content that endorses, condones, depicts and/or discusses any illegal, inappropriate or risky behaviour or conduct; personal information of individuals, including, without limitation, names, telephone numbers and addresses (physical or electronic); commercial messages, comparisons or solicitations for products or services other than products of Sponsor; any third party products, trade-marks and/or brands, other than those of Sponsor; conduct or other activities in violation of these Contest Rules; and/or any other content that is or could be considered inappropriate, unsuitable or offensive, all as determined by the Sponsor in its sole and absolute discretion.

- VII. must demonstrate the correct application of these subjects covered in Module 2 of the “All about food allergy” program:
- i. The factual, proper treatment of anaphylaxis
  - ii. The 5 emergency steps
  - iii. The correct body position after giving epinephrine

#### 5. USE OF ENTRIES:

Sponsor is not claiming ownership rights to any portion of an Entrant’s Video Entry. However, by submitting a Contest Entry, where allowed by law, Entrant is: (i) granting Sponsor a non-exclusive, irrevocable, royalty-free, worldwide right and license to use all or a portion of his/her Contest Entry (including the Video Entry) in connection with Food Allergy Canada in perpetuity for the purposes of featuring all or a portion of the Video Entry along with Entrant’s school name, first name, initial of his/her last name and city of residence in connection with the marketing, sale, or promotion of Food Allergy Canada in all media (now known or later developed) without compensation or credit for use of the Entry Video. Entrant is also giving Sponsor and its licensees the right to share his/her Video on any of the Sponsor’s social media channels at any time; (ii) waiving any moral rights in all portions of the Contest Entry and Video in favour of the Sponsor; and (iii) agreeing to release and hold harmless the Contest Entities and each of their respective officers, directors, agents, representatives, successors and assigns (collectively, the “Released Parties”) from and against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related cause of action that relate in any way to the Contest Entry (or any component thereof, including the Video Entry).

#### 6. WINNER SELECTION

Winners of the Contest will be selected via ten (10) random draws after they meet the eligibility criteria. Winners will be announced, June 17, 2024, on or about 12:00 pm EDT in Toronto, ON from all eligible Contest Entries received. The odds of being selected as a potential Prize winner will depend on the total number of eligible entries received in the during the Contest period.

Winner Notification: Each potential winner will be contacted by e-mail (using the contact information provided by Entrant at time of entering the Contest) on the corresponding date (as per the above), a maximum of two (2) times via e-mail and one (1) time via telephone. If any of the potential winners cannot be contacted or reached within 5 business days, another video will be selected, and the initial selected winner will be disqualified and will have no recourse towards the Sponsor or anyone involved in

the Contest. Each potential winner must execute and return within five (5) days of receipt a standard Declaration and Release Form, including a publicity release, and any other documentation that the Sponsor requires (the "Prize Acceptance Documents"). Except where prohibited by law, by accepting the Prize, the winner consents to the use by the Sponsor of his/her name, Video/video, image, likeness, biographical information, statements, voice and address (city and province only) for advertising/publicity purposes worldwide and in all media, without further compensation. Winning Entrants will consent to any good faith requests for Videos or interviews and or other reasonable requests to publicize their success in the Contest and their use of the prize.

Sponsor reserves the right to disqualify a winner and to select a different winner, in Sponsor's sole and absolute discretion, if Sponsor determines, at any time prior to awarding the Prize, that the Entrant has not complied with these Contest Rules.

## 7. THE PRIZES

There are ten (10) prizes of \$100 gift card prizes available to be won (collectively the "Prizes"). The winners will receive 1-of-10 gift cards of \$100 for their school. The gift cards will either be VISA gift cards, or gift cards that can go towards buying supplies for the winner's classroom.

Prizes will be delivered to confirmed winners. Prizes must be accepted as awarded without substitution, are not transferable, not for resale and have no cash surrender value. The Sponsor reserves the right, in the event that a Prize or a Prize component cannot be awarded as described for any reason (as determined by Sponsor in its sole discretion), to substitute another prize or prize component of equal or greater value, without liability.

Contest is subject to the Contest Rules and all applicable federal, provincial and local laws. The Sponsor makes no express or implied warranties or conditions of any kind with respect to any prize or prize activity offered. Other restrictions may apply. Third-party brands listed for prizing are for identification purposes only. No endorsement is intended or implied

## 8. LIABILITY AND INDEMNITY

By entering the Contest, the Entrant confirms the Entrant's eligibility for the Contest, compliance with Contest Rules, acknowledgement of the Prizes offered, and hereby releases and holds the Released Parties harmless from any and all liability for any injuries, loss or damage of any kind whatsoever to the Entrant or any other person, including personal injury, death, or property damage, and cost or expense, resulting in whole or in part, directly or indirectly, from acceptance, possession use or misuse of any Prize, participation in the Contest, any breach of the Contest Rules, or any other related activity. The Entrant agrees to fully indemnify Sponsor and its affiliates from any and all claims by third parties, as related to the Contest, without limitation.

Proof of transmission does not constitute proof of delivery. Contest Entries must be made by the original, manual keystrokes of individual Entrant. Use of any automated system including robotic or form filling software to enter or participate is prohibited and will result in disqualification of all entries by anyone using such assistance. The Sponsor assumes no responsibility for garbled, lost, delayed, damaged, late, incomplete or destroyed Entries or Prize Acceptance Documents or any computer errors or malfunctions. No correspondence will be entered into except with the potential winners. The Sponsor does not assume any responsibility for incorrect or inaccurate capture of entry information, technical

malfunctions, human or technical error, seeding or printing errors, lost, delayed or garbled data or transmissions, omission, interruption, deletion, defect or failures of any telephone or computer line or network, computer equipment, software or any combination thereof. The Sponsor reserves the right to cancel, terminate, modify, amend, extend or suspend this Contest or the Contest Rules in any way, without prior notice. Without limiting the foregoing, if for any reason, in the opinion of the Sponsor in its sole discretion, the Contest is not capable of running as originally planned, or if the administration, security, fairness, integrity or the proper conduct of the Contest is corrupted or adversely affected, including by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond its control, the Sponsor reserves the right, to cancel, terminate, modify, amend, extend or suspend the Contest, including cancelling any method of entry, and select winners from previously received eligible entries. The Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of the Contest Rules or otherwise in a disruptive manner. The Sponsor, in its sole discretion, further reserve the right to terminate the Contest and declare a winner from among the eligible entries received up to the point of termination. Any attempts to deliberately damage the Contest Website or to undermine the legitimate operation of this Contest is a violation of criminal and civil laws and should such an attempt be made the Sponsor reserves its right to seek remedies and damages to the fullest extent of the law. The Sponsor shall not be held responsible for any errors, negligence, injury, loss or damage that may arise or occur in connection with the Contest, including any damage to an Entrant's computer equipment, mobile device, system, software or other property or any combination thereof, as a result of their participation in this Contest or from downloading any material from the Contest Website, where applicable.

## 9. PRIVACY

By participating in the Contest, the Entrants grant Food Allergy Canada the right to use his/her name and mailing address, telephone number, and e-mail address ("Personal Information") for the purpose of administering the Contest, including, but not limited to, contacting and announcing the winner and sending a link to the Gallery to each Entrant.

Food Allergy Canada respects your privacy and is committed to protecting the information you share with us. Food Allergy Canada confirms that any Personal Information you provide to us will only be collected and/or used for the purposes of the Contest, as provided for in the Contest Rules, and will be managed in accordance with Food Allergy Canada's privacy policy (found at [www.foodallergycanada.ca](http://www.foodallergycanada.ca) and/or applicable laws).

## 10. GOVERNING LAW

This Contest shall be governed by the laws of Ontario and the laws of Canada applicable therein. Any dispute with respect to the contest shall be determined by a court of competent jurisdiction in Ontario and the Entrants hereby agree to attorn to the jurisdiction of the Ontario courts for the purpose of the resolution of such dispute.