

Food Allergy Canada “What’s in your backpack?” Contest Rules and Regulations

THE FOOD ALLERGY CANADA “WHAT’S IN YOUR BACKPACK?” CONTEST (THE “CONTEST”) IS INTENDED TO BE CONDUCTED IN CANADA ONLY 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; not be an employee or consultant of Food Allergy Canada (“the Sponsor”), (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. If you are under 18, your parent/guardian must approve your participation in this contest on the contest entry form. 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 August 1, 2021 and ends 11:59 p.m. EDT on September 12, 2021 (the “Contest Period”). All Contest Entries will be entered into the Contest draw. Three Entries will be randomly selected by Food Allergy Canada and will be contacted by September 13, 2021 by 11:59 p.m. EDT.

4. HOW TO ENTER

A successfully completed and submitted photo, video or written submission (the “Entry”), which includes food allergy-related items, is required to enter this contest. You do not need to submit a photo or video to enter, in this case, you would tell us the items that you are including in your backpack through the contest entry form. Participants will only be entered once into the contest once regardless of the number of submissions provided through the contest entry form, plus one bonus entry through social media.

During the Contest Period, Entrants must submit their photo/video/written Entry along with their completed contest entry form at <https://www.surveymonkey.com/r/backtoschool2021contest>. All Contest Entries will be recorded at the time of submission which will be used to determine eligibility for the Contest draw.

By entering this contest, you acknowledge that your submission may be posted on Food Allergy Canada's website, social media, or other places where the "#ImReady: Back-to-school 2021" campaign and "What's in your backpack?" contest is discussed. If you do not want your submission posted, please email us at info@foodallergycanada.ca and we will ensure it will not be shared. For more detailed rules and regulations, visit foodallergycanada.ca/backtoschool2021contest.

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.

6. WINNER SELECTION

One (1) Entry will be randomly selected by Food Allergy Canada in a draw on September 13, 2021. on or about 12:00pm EDT in Toronto, ON from all eligible Contest Entries received during the contest period. The odds of being the winner will depend on the total number of eligible entries received in the during the contest period.

There is one prize (as described below). The winner of the prize will be announced on Food Allergy Canada's website and social media pages by September 30, 2021.

Winner Notification: The winner will be contacted by email (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 email and one (1) time via telephone. If the potential winner cannot be contacted or reached within 5 business days, the runner-up 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. The winner must correctly answer a mathematical skill testing question, without aid or assistance, in writing before being declared a winner. Failure to correctly answer the skill testing question will result in forfeiture of the prize, and the Sponsor reserves the right to select a potential alternate winner from the same pool of Entrants. 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, photo/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 photographs 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 is one (1) prize available to be won. The winners will receive 1 Food Allergy Canada prize pack, including (one of each):

- #ShineATealLight glow-in-the-dark bracelet
- Think FAST poster

- Ultimate Guidebook for Teens with Food Allergies
- Food allergy hero button
- Food Allergy Canada sunglasses
- Food Allergy Canada phone holder

The prize details will be emailed to the confirmed winner. Prizes must be accepted as awarded without substitution, are not transferable, not for resale and the coaching has 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.

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 Prize 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 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 email address ("Personal Information") for the purpose of administering the Contest, including, but not limited to, contacting and announcing the winner.

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 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.