

## Food Allergy Canada Giving Tuesday Contest Rules and Regulations

THE FOOD ALLERGY CANADA GIVING TUESDAY 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; 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 Standard Time (“EST”) on December 3, 2019 and ends 11:59 p.m. EST on December 3, 2019 (the “Contest Period”).

### 4. HOW TO ENTER

A donation of \$100 or more is necessary to enter the Contest. During the Contest Period, Entrants must visit the “Contest Website” (Food Allergy Canada website - [foodallergycanada.ca](http://foodallergycanada.ca)) and donate \$100 or more. Entrants must complete the online donation form by entering their full name, mailing address, email address and telephone number.

Entrants get one ballot for every \$100 donated, for example:

Donation amount	Entrant ballots
\$1-\$99	0
\$100	1
\$101-\$199	1
\$200	2
\$1000	10

Entrants are welcome to submit multiple donations throughout the Contest Period, the donation amount submitted by a single entrant during the Contest Period will be added together and the number of ballots will be determined for that entrant. To determine if it is the same entrant, the first name, last name, and email address must match. Ballots are given by increments of \$100.

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

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

Winner of the Contest will be selected via one (1) random draw. There is one prize (as described below). The prize winner will be selected by random draw on Wednesday, December 4, 2018 on or about 12:00 pm EST in Toronto, ON from all eligible Contest Entries received during the contest period to receive the prize. The odds of being selected as a prize winner will depend on the total number of eligible entries received in the during the contest period.

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 any of the potential winners cannot be contacted or reached within 5 business days, another individual will be randomly 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 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.

Sponsor reserves the right to disqualify a winner and to randomly 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) prizes available to be won (collectively the "Prizes").

The prize consists of two tickets to Food Allergy Canada's 2020 Conference, with an approximate retail value of \$200 CAD.

The prize will be emailed to the confirmed winner. 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.

#### 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 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 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](http://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.