

Arthritis Research Canada 2019 Arthritis Awareness Month Facebook Contest Rules

ARTHRITIS RESEARCH CANADA'S ARTHRITIS AWARENESS MONTH CONTEST (THE "CONTEST") IS INTENDED TO BE CONDUCTED IN CANADA ONLY AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE CANADIAN LAW. NO PURCHASE IS NECESSARY. PARTICIPANTS MUST BE OF THE AGE OF MAJORITY IN THEIR PROVINCE OR OLDER AT THE TIME OF ENTRY. VOID IN WHOLE OR IN 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;
- (b) be of the age of majority in his/her province or territory of residence or older at the time of entry.

Employees of Arthritis Research Canada and their family members are not eligible to enter. Arthritis Research Canada (The "Sponsor") 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 Sponsor for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. The Sponsor reserves the right, in their sole discretion, to disqualify any entrant should such an entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

2. CONTEST PERIOD. The Contest begins at 8:00AM Pacific Daylight Time ("PDT") on September 1st, 2019 and ends at 11:59PM PDT on September 30, 2019 (the "Contest Period") after which time the Contest will be closed and no other entries shall be accepted.

3. HOW TO ENTER.

- (a) There is no purchase necessary to enter the Contest. Enter using the method of entry outlined below. No entries will be accepted by any other means.
 - (i) To enter, comment with an answer to the question that appears on the Sponsor's Facebook post and "like" the post.
- (b) Limit of one (1) entry per person. In the case of multiple entries, only the first eligible entry will be considered.
- (c) Entries must be received no later than the end of the Contest Period. Entries will be declared invalid if they are late, incomplete or mechanically or electronically reproduced. Unless otherwise set out herein, no communication or correspondence will be exchanged with entrants except with those selected as a potential winner.
- (d) Entries received shall be deemed to be submitted by the authorized account holder of the Facebook account associated with the entry. For the purpose of the Contest Rules, "authorized account holder" of a Facebook account is defined as the person who created the Facebook account. Any entrant may be required to provide the Sponsor with proof that they are the authorized holder of the Facebook account associated with their entry.

4. PRIZE.

- (a) There is one (1) prize (“Prize”) available to be won by the Prize winner (“Winner”) consisting of:
 - (i) One gift card to Tim Hortons
 - (b) The Prize has a value of Fifty Canadian Dollars (CDN \$50).
 - (c) The prize will be distributed within seven (7) days after Winner has been successfully contacted and notified of his/her Prize and fulfilled the requirements set out herein.

5. PRIZE CONDITIONS.

- (a) Guests must be of the age of majority or older in their province or territory of residence.
- (b) Prize must be accepted as awarded and cannot be transferred, assigned, substituted or redeemed for cash, except at the sole discretion of the Sponsor. Any unused, unclaimed or declined portion of a Prize will be forfeited, have no cash value and the Sponsor shall have no obligation to provide either an alternative or value-in-kind. The Sponsor reserves the right, in their sole discretion, to substitute a prize of equal or greater value if the Prize (or any portion thereof) cannot be awarded for any reason.

6. WINNER SELECTION.

One (1) Winner shall be selected as follows:

- (a) On or about October 1, 2019 in Richmond, British Columbia, one (1) entrant will be selected by a random draw from all eligible entries received during the Contest Period. Each entrant shall be eligible to win only one (1) Prize. The odds of being selected as a potential winner are dependent upon the number of eligible entries received by the Sponsor. Before being declared a Winner, the selected entrant shall be required to correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited, mathematical skill-testing question to be administered by e-mail or Facebook messenger.
- (b) THE SELECTED ENTRANT WILL BE NOTIFIED BY FACEBOOK MESSENGER NO LATER THAN OCTOBER 8, 2019 AT 12:00 P.M. PDT AND MUST RESPOND WITHIN SEVEN (7) BUSINESS DAYS OF NOTIFICATION. Upon notification, the selected entrant must respond by Facebook messenger (as specified in the notification) to the contact number or e-mail address provided no later than the indicated deadline set out in the Contest Rules and/or the notification. If the selected entrant does not respond accordingly, he/she will be disqualified and will not receive a Prize and another entrant may be selected in the Sponsor’s sole discretion until such time as an entrant satisfies the terms set out herein. The Sponsor is not responsible for the failure for any reason whatsoever of a selected entrant to receive notification or for the Sponsor to receive a selected entrant’s response.
- (c) If, as a result of an error relating to the entry process, drawing or any other aspect of the Contest, there are more selected entrants than contemplated in these Contest Rules, there will be a random draw amongst all eligible Prize claimants after the Contest’s closing date to award the correct number of Prizes.

7. RELEASE. By participating in this contest, an individual releases Arthritis Research Canada, its affiliates, employees, directors, officers, administrators, as well as Facebook from any and all liability for any loss, harm, damages, cost or expense arising out of participation in the 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 therefrom; and grant to the Sponsor of the unrestricted right, in the Sponsor’s individual discretion, to produce, reproduce, display, publish, convert, post, serve, broadcast, communicate by telecommunication, exhibit, distribute, adapt and otherwise use or re-use the Winner’s and Guests’ name, statements, image, 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.

8. INDEMNIFICATION BY ENTRANT. By entering the Contest, each entrant releases and holds Releasees harmless from any and all liability for any injuries, loss or damage of any kind to the entrant or any other person, including personal injury, death, or property damage, resulting in whole or in part, directly or indirectly, from: (a) their participation in the Contest or any Contest-related activity; (b) the acceptance, use, or misuse of any Prize; or (c) any breach of the Contest Rules. Each entrant agrees to fully indemnify Releasees from any and all claims by third parties relating to the entrant's participation in the Contest, without limitation.

9. LIMITATION OF LIABILITY. The Sponsor assumes no responsibility or liability for lost, late, unintelligible/illegible, falsified, damaged, misdirected or incomplete entries, notifications, responses, replies or any Release, or for any computer, online, software, hardware or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an entry. The Sponsor is not responsible for any incorrect or inaccurate information, whether caused by website users or 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 Sponsor 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 Sponsor 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 Sponsor, such as infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of this Contest, and/or the Contest Website.

10. CONDUCT. By participating in the Contest, each entrant is deemed to have executed and agrees to be bound by the Contest Rules, which will be posted on the Sponsor's website throughout the Contest Period. Each entrant further agrees to be bound by the decisions of the Sponsor, which shall be final and binding in all respects. The 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 or any related promotional materials; and/or (c) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass the Sponsor or any other person. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE CONTEST FACEBOOK POST OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES 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.

(a) By participating in the Contest, each entrant: (i) grants to the 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.

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 is owned by the Sponsor and/or its 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.

13. TERMINATION. The Sponsor reserves the right, in its sole discretion, to terminate the Contest, in whole or in part, and/or modify, amend or suspend the Contest, and/or the Contest Rules in any way, at any time, for any reason without prior notice.

14. LAW. These are the official Contest Rules. The Contest is subject to applicable federal, provincial and municipal laws and regulations. The 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 Sponsor. 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 Sponsor in connection with the Contest shall be governed by and construed in accordance with the laws of the province of British Columbia 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. DISCREPANCY. 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 Facebook post, the terms and conditions of the Contest Rules shall prevail, govern and control.

16. NO ASSOCIATION. Tim Hortons is in no way associated with Arthritis Research Canada. The \$50 gift card was donated privately for use as a prize for Arthritis Research Canada's 2019 Arthritis Awareness Month contest.