

***Heart & Stroke Big Bike  
Refer-a-Friend Promotion***

**Official Contest Rules and Regulations  
("Rules")**

The Heart & Stroke ***Big Bike Refer-a-Friend Promotion*** (the "**Contest**") is sponsored by the Heart and Stroke Foundation of Canada ("**HSFC**").

**1. CONTEST PERIOD**

The Contest will be run from October 27, 2017 at 12:00am EST to September 27, 2018 at 11:59pm ("**Contest Period**"). All eligible entries must be received within the Contest Period, as described in section 3 below.

**2. ELIGIBILITY**

Eligible entrants ("**Entrants**") must complete and submit a Refer-A-Friend form on the 2018 Big Bike website or through their Big Bike coordinator during the **Contest Period** and must be legal residents of Canada. No (i) employee, officer, director or member of HSFC, (ii) employee, officer or director of the prize supplier, advertising or promotional agencies; (iii) immediate family members of the individuals set out in (i) and (ii) above; and (iv) any person residing or domiciled with any individuals set out in (i), (ii), or (iii) above is eligible to enter the Contest.

All Entrants must be 14 or older to participate, and anyone under the legal age of majority in their province must have their parent or legal guardian accept the terms and conditions below and the Prize (defined herein), if selected as a winner, on behalf of the Entrant.

**3. HOW TO ENTER**

**No purchase necessary to enter or win.**

To enter the Contest, Entrants must submit a [Refer-A-Friend Form](#) on the 2018 Big Bike website or through their Big Bike coordinator. Entrants will receive one ballot into each monthly drawing for every name that they refer.

Alternatively, individuals may mail their name, mailing address, email address and phone number to 2300 Yonge Street, Suite 1300, Toronto Ontario, M4P 1E4, attention: Big Bike Refer-a-Friend, to enter.

**4. PRIZE(S)**

All Entrants will be entered to win a Visa gift card valued at \$200 (the "**Prize**"). 2 Prizes will be awarded each month during the Contest Period for a total of 24 Prizes. The Prize is awarded "as is" with no warranty or guarantee, either express or implied, and cannot be exchanged for cash or other substitutes. The winner will be subject to all terms and conditions for use of the Prize as dictated by the Prize's retail supplier. HSFC is not responsible for any costs associated with assembly, usage, training or setup of the Prize. HSFC reserves the right to change, substitute or cancel the Prize at any time, without notice.

**5. WINNING**

On the 1st day of each month during the Contest Period (or the following business day) at 2300 Yonge Street, Toronto, Ontario, M4P 1E4, 2 names will be drawn from all eligible entries received that month, for a total of 24 names throughout the Contest Period. The winner(s) will be contacted by phone/email with 2 weeks of pulling the names. HSFC reserves the right to modify the scheduling of the Contest without prior notification.

The Prize will be e-mailed/mailed to the winner based on their prize selection, and therefore a valid e-mail and mailing address must be provided to HSFC in order to claim the Prize. Failure to provide a valid e-mail and mailing address will result in forfeiture of the Prize.

Odds of winning the Prize depend on the number of eligible entries received during the Contest Period.

In order to be declared a winner, an Entrant must be in compliance with the Rules including, but not limited to, the following:

- a) A representative of HSFC must be able to reach the potential winner by email or phone informing them that they are the potential winner, subject to them being in compliance with all the Rules. The potential winner is required to respond to the email or phone notification within 14 days of the email being sent or phone call being made by HSFC. Potential winners who are contacted by email will receive an email confirmation that their email response was received. If the potential winner is unreachable during this timeframe, another potential winner will be selected from the remaining eligible entries and the same selection procedure set out in this section will be followed. An e-mail notification that is returned to the HSFC sender as undeliverable may result in the selected winner being disqualified and an alternate selection of a potential winner may be drawn.
- b) The potential winner must correctly answer a mathematical skill-testing question administered by HSFC or its agent by telephone within 14 business days of being contacted by HSFC.
- c) The winner must complete, sign and return a standard release and waiver form in favour of HSFC, its affiliates and its directors, members, employees, officers, licensees, licensors and agents, and respective advertising and promotion entities and any person or entity associated with the production, judging, or administration of the Contest (collectively, the “**Releasees**”) within 10 business days from the date on which the form is sent to the winner.

If a potential winner does not meet the eligibility requirements or is not in compliance with the Rules, the Contest judges reserve the right to disqualify such Entrant from the Contest and randomly select further Entrants from the remaining eligible entries until a winner is finally declared. Entrants will not be individually contacted, except for the potential winner.

## 6. INDEMNITIES AND DISCLAIMERS

Entrants agrees to indemnify and hold HSFC and its affiliates and its directors, members, employees, officers, licensees, licensors and agents, and respective advertising and promotion entities and any person or entity associated with the production, judging, or administration of the Contest (collectively, the “**Indemnitees**”) harmless from any and all claims, cause of action, damages, expenses, costs (including but not limited to reasonable attorneys', accounting and other professional fees) and liabilities (including settlements), brought or asserted by any third party against any of the Indemnitees due to or arising out of the Entrant's entry in the Contest.

All Entrants agree to release and hold harmless the Releasees from and against any and all rights, claims and causes of action whatsoever that they may have, or which may arise, against any of them for any liability for any matter, cause or thing whatsoever, including but not limited to any injury, loss, damage, whether direct, compensatory, incidental or consequential, to person, including death and damage to property, arising in whole or in part, directly or indirectly, from their participation in the Contest or their acceptance, possession, use or misuse of the Prize. Each selected Entrant acknowledges that the Releasees have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prize or the Contest. Apart from manufacturer warranties (which may not be available in all geographies), all warranties are hereby disclaimed.

If for any reason, in the opinion of HSFC, 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, HSFC reserves the right to cancel, terminate, modify, amend, extend or suspend the Contest including canceling or modifying method of entry. **THE DECISIONS OF HSFC AND ANY CONTEST JUDGES ARE FINAL AND BINDING IN ALL MATTERS.**

If there is any discrepancy between the terms and conditions of these Rules and disclosures or other statements contained in any Contest-related materials or communicated by an employee of HSFC, the terms and conditions of these Rules shall prevail.

## **7. PERSONAL INFORMATION**

The Contest is subject to all applicable federal, provincial and municipal laws and regulations. Personal information collected from Entrants will be used by HSFC for the purpose of administering this Contest and awarding the Prize. HSFC will not sell, share or otherwise disclose personal information of Entrants with third parties, other than to third parties engaged by them to fulfill the above purposes or as permitted or required by law. By entering the Contest, Entrants consent to the manner of collection, use and disclosure of personal information as set out in the Privacy Policy at [www.heartandstroke.ca/privacy](http://www.heartandstroke.ca/privacy). Any inquiry concerning the personal information held by HSFC and shared with any of the Prize suppliers should be addressed to **Chief Privacy Officer, HSFC at 1-888-HSF-INFO (473-4636) or through [www.heartandstroke.ca/privacy](http://www.heartandstroke.ca/privacy)**.

## **8. INTELLECTUAL PROPERTY**

All entries become the property of HSFC and will not be returned.

All intellectual property, including but not limited to trade-marks, trade-names, logos, designs, promotional materials, web pages, source codes, drawings, illustrations, slogans and representations are owned by HSFC. 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.

## **9. GOVERNING LAW**

The Contest is governed by the laws of Ontario and the laws of Canada. Any dispute relating to the Contest shall be adjudicated in the courts located in Toronto, Ontario.