

MyOwnFundraiser
#HeartHealthChallenge
FitBit Contest

Official Contest Rules and Regulations
(“Rules”)

The MyOwnFundraiser #HeartHealthChallenge FitBit Contest (the “**Contest**”) is sponsored by the Heart and Stroke Foundation of Canada (“**HSFC**”).

1. CONTEST PERIOD

The Contest will run during the 2018 MyOwnFundraiser #HeartHealthChallenge recruitment phase (“**Campaign**”) beginning June 1, 2018 until July 1st, 2018 at 11:59 pm (“**End Date**”). All eligible entries must have been received before the End Date.

2. ELIGIBILITY

Eligible entrants (“**Entrants**”) must be legal residents of Canada excluding New Brunswick and Quebec (except for the Outaouais region) and be 16 years of age or older. 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.

Minors are eligible to enter. Any Entrant under the age of majority at the date of entry 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, eligible individuals must register their event by July 1st, 2018 to take the #HeartHealthChallenge for the Campaign on the HSFC website at: www.myownfundraiser.ca/hearthealthchallenge. Each eligible individual who registers online will automatically receive one ballot into the Contest.

All entries received in excess of the stated limit will be void. For greater clarity, Entrants cannot use multiple email addresses to enter the Contest multiple times. HSFC will not accept entries by fax or any other method not specifically permitted herein. Entries generated by script, macro, robotic, programmed, or any other automated means or by any means which subvert the entry process are prohibited and will be disqualified.

4. PRIZE(S)

All Entrants will be entered to win one of four prizes, a \$250 CAD Indigo Gift Cards (each, the “**Prize(s)**”) which may be spent towards the local or online purchase of a Fit Bit Alta at Indigo. Each 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 July 4, 2018 at the HSFC Toronto Office, four names will be drawn from all eligible entries. The winners will be contacted by phone or email by July 20, 2018. HSFC reserves the right to modify the scheduling of the Contest without prior notification.

The Prize may be mailed or emailed to the winner and therefore a valid residential address and email address must

be provided to HSFC in order to claim the Prize. Failure to provide a valid residential address and email address will result in forfeiture of the Prize.

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

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 made by HSFC by January 8, 2018. 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 by September 1, 2018.
- 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. 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.**

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.