

# Curling Canada's For the Love of Curling Fundraising Contest

# **Contest Rules and Regulations**

01. Eligibility

The For the Love of Curling Fundraising Contest (the "Contest") is open to any Team (the "Team", their "Club" and each individual a "Club Member") registered to compete in the Everest Canadian Curling Club Championships scheduled for November 20 – 26, 2022 (the "Event"). To be eligible to win this Contest, Club Members competing at the Event must be legal residents of Canada at or over the age of majority in the province or territory in which they reside. Employees, officers and directors, current and retired, of the Curling Canada ("Curling Canada", "Canadian Curling Association", "Curling Canada Foundation" or "Sponsor"), its advertising and promotional agencies, and their corporate parents, subsidiaries, affiliates and related companies (collectively, the "Contest Entities"), and the immediate families (spouse, child, sibling, parent or grandparent, regardless of where they reside) of, or those domiciled with (whether related or not), such individuals, are ineligible.

02. How to Enter. No purchase necessary.

#### Teams can register their team online

at https://interland3.donorperfect.net/weblink/weblink.aspx?name=E920178QE&id=84 (the "Website") between 12:00 am on November 1, 2022 and 12:00 pm, local time to the Everest Canadian Curling Club Championships, on November 26, 2022 (the "Contest Period"). A Team does not have to register online to participate in the Contest. All completed forms, online or hard copy, and collected funds must be received no later than the close of the Contest Period. Each Team that enters will be considered a single entrant in the Contest (each, an "Entrant"). Limit one (1) registration per Team. To participate, Club Members who compete at the Event collect donations to the Curling Canada's philanthropic program and submit those donations no later than the close of the Contest Period. The Provincial/Territorial Skip is responsible for registration of all Club Members, and all communications from Sponsor will be directed solely to the Provincial/Territorial Skip. Sponsor assumes no responsibility for disputes as between

the Provincial/ Territorial Skip, the Club and/or the Club Members. Sponsor assumes no responsibility for unintelligible, illegible, incomplete, late, lost, postage-due, destroyed, misdirected, mutilated or garbled registration forms or donations which, for the purpose of determining a winner in this Contest, will be void. Entries may only be made according to the method described above. Automated entries (including but not limited to entries submitted using any bot, script, macro, or contest service), copies, third party entries, facsimiles and/or mechanical reproductions are not permitted and will be disqualified in Sponsor's sole discretion. Entries must be received by Sponsor during the Contest Period. The clock used by the Sponsor in connection with the receipt of registrations and donations will be the official clock to determine the date and time the registration or donation was received. Proof of submission does not constitute proof of receipt by Sponsor. All registrations become the property of Sponsor, and none will be acknowledged or returned.

# 03. Selecting the Winners

Prizes will be awarded based on cumulative "Total Funds Raised" from team efforts in the contest including online donations, offline donations and funds raised through a single (1) "entrant" per team in the online auction. Note an "entrant" in the online auction can be a collection of items, gift cards or certificates, but must be presented as one (1) package on behalf of the team. At the close of the "Contest" the teams with the highest top three "Total Funds Raised" will be awarded First, Second and Third places prizes accordingly.

Bonus Prize - a single online auction participation winner will be selected by a random draw (Draw) during the Event closing reception.

For clarity, the Total Funds Raised includes funds payable by cheque if that cheque is submitted during the Contest Period, even if the cheque is not honoured upon cashing.

Sponsor is not responsible for any lost, late, illegible, incomplete, falsified, destroyed, or failed entries or Ballots, or for any electronic miscommunications or failures of any kind, which may limit an entrant's ability to participate in this Contest. Proof of submitting an entry is not proof of receipt by Sponsor.

All entries become the property of the Sponsor and will not be acknowledged or returned. Any and all lost, late, illegible, incomplete, falsified, destroyed, or failed entries will be disqualified.

All Entrants who comply with these Contest Rules will be eligible to win a Prize as awarded on November 26, 2022 (the "Award Date"). The chance of winning will depend on the Total Funds Raised during the Contest Period corresponding to the relevant Award Date.

### 04. Claiming the Prize

The eligible Entrant's Provincial/ Territorial Skip will be responsible for coordinating with the Sponsor for any follow up or fulfilment commitments of the prizes awarded. All club grant prizes will be processed after the Event and sent directly to the recipient Curling Club. Each participating Club Member may be asked to complete and return a Declaration and Release form, declaring compliance with these Official Contest Rules, and releasing the Contest Entities from any liability related to the Contest and/or the prize. Prizes will only be delivered to verified winner. Return of any reward or reward notification or both as undeliverable will result in disqualification and may result in the selection of an alternate Entrant. If the eligible Entrant's Provincial/ Territorial Skip cannot be contacted or fails to respond to any email or telephone message within 10 days of the Sponsor's first attempted contact, or a participating Club Member refuses to sign or return the Release and Declaration within the time specified by Sponsor, then the prize will be forfeited and the Sponsor may, in its sole discretion, award the prize to the Entrant that collected the next highest Total Raised Donations, which will be subject to disqualification in the same manner.

#### 05. Prizes

- First place (highest "Total Funds Raised") will win a \$2,100 club grant and \$400 team prize (4 x \$100 Visa gift cards)
- Second place will win a \$1,300 club grant and \$200 team prize (4 x \$50 Visa gift cards)
- Third place will win a \$900 club grant and \$100 team prize (4 x \$25 Visa gift cards)
- Bonus Online Auction Participation Prize each team that submits an online auction item will receive a ballot in a random draw for a \$500 club grant.

#### 06. Privacy

Sponsor and its authorized agents will use the personal information you provide when you enter the Contest for the purposes of administering the Contest and prize fulfillment. You may also be offered the opportunity to receive additional communications from Sponsor about its services and fundraising initiatives. By entering the Contest, you agree to Sponsor's use of your personal information as described in Sponsor's privacy policy. Any questions or concerns regarding privacy may be directed to the privacy officer at <a href="mailto:privacyofficer@curling.ca">privacyofficer@curling.ca</a> or 1-800-550-2875. Winning Club Members' acceptance of a prize constitutes permission for Sponsor to use such winner's name, address (city and province only), statements, photograph, biographical information, voice and/or likeness for any advertising and promotional purposes relating to the Contest, in any media or format, whether now known or hereafter

developed, including but not limited to the World Wide Web at any time or times in perpetuity, without further compensation, consideration, review or consent. Winners may be required to sign a document to this effect.

# 07. Limitations of Liability and Releases

By entering, participants release and hold harmless Contest Entities, and their respective parents, subsidiaries, affiliates, directors, officers, employees, and agents from any and all liability for any injuries, loss or damage of any kind to persons, including death, or property damage resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize, participation in this Contest, or while traveling to, preparing for, or participating in any prize-related activity. Contest Entities are not responsible for any incorrect or inaccurate information, whether caused by website users, any of the equipment or programming associated with or utilized in the Contest, or any technical or human error which may occur in the processing of submissions in the Contest. Contest Entities assume no responsibility for any error, omission, interruption, deletion, defect, delay in mail or operation or transmission, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, email, players, or browsers, whether on account of technical problems, traffic congestion on the Internet or at any website, or on account of any combination of the foregoing. Contest Entities are not responsible for any injury or damage to participants or to any computer related to or resulting from participating or downloading materials in this Contest. If, for any reason, the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Contest Entities which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, Sponsor reserves the right at its sole discretion, to cancel, terminate, modify or suspend the Contest, in whole or in part, at any time and without notice or obligation if, in Sponsor's sole discretion, any factor interferes with the proper conduct as contemplated by these Official Rules. Without limiting the generality of the foregoing, if the Contest, or any part thereof, is not capable of running as planned for any reason, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, programming errors, or technical failures, which, in the sole opinion of Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, Sponsor may, in its sole and absolute discretion, void any suspect Entries and: (a) terminate the Contest, or any portion thereof; (b) modify or suspend the Contest, or any portion thereof, to address the impairment and then resume the Contest, or relevant portion, in a manner that best conforms to the spirit of these Official Rules; and/or (c) award the prizes from among the eligible, non-suspect entries received up to the time of the impairment in accordance with the winner selection criteria discussed above.

By entering the Contest, Entrants agree to comply with and be bound by these Official Contest Rules. Failure to comply with these Official Contest Rules may result in disqualification from the Contest. Entrants further agree to comply with and be bound by the decisions of the Sponsor and/or judges, which will be final and binding in all respects. Winning a prize is contingent on fulfilling all the requirements set forth herein. Sponsor reserves the right to correct any typographical, printing, computer programming or operator errors. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. The invalidity or unenforceability of any provision of these Official Contest Rules shall not affect the validity or enforceability of any other provision. If any provision of the Official Contest Rules is determined to be invalid or otherwise unenforceable, then the Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be: (a) tampering or attempting to tamper with the entry process or the operation of the Contest or any Sponsor website; (b) violating the Official Contest Rules; or (c) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. In the event of a dispute about the identity of an entrant, each entry will be declared by the authorized email account holder of the email address associated with the account used for entry. "Authorized email account holder" is defined as the natural person who is assigned to an email address by an internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. The potential winner may be required to provide Sponsor with proof that he/she is the authorized account holder of the email address associated with the winning entry. All federal, provincial, territorial and local laws and regulations apply. Void where prohibited by law.

French version available upon request.