

BIKE FOR BRAIN HEALTH FUNDRAISING CONTEST & BAYCREST FOUNDATION

OFFICIAL CONTEST RULES (the "OFFICIAL RULES")

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR TO WIN THIS CONTEST. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. THIS CONTEST IS OPEN TO LEGAL RESIDENTS OF CANADA ONLY (EXCLUDING QUEBEC) AND IS GOVERNED BY ALL APPLICABLE FEDERAL, PROVINCIAL AND MUNICIPAL CANADIAN LAWS AND REGULATIONS AND IS VOID WHERE PROHIBITED BY LAW. PARTICIPATION IN THIS CONTEST CONSTITUTES FULL AND UNCONDITIONAL AGREEMENT WITH AND ACCEPTANCE OF THESE OFFICIAL RULES.

- 1. ELIGIBILITY:** The **BIKE FOR BRAIN HEALTH FUNDRAISING CONTEST** (the "**Contest**") is open to all legal residents of Canada (excluding Quebec) who are at least the age of majority in their province or territory of residence (each, an "**Entrant**").
- 2. CONTEST PERIOD:** This Contest commences on **Wednesday, February 1, 2023 AT 12 A.M.** and ends on **FRIDAY, MARCH 10, 2023 AT 11:59 P.M. EDT** (the "**Contest Period**").
- 3. HOW TO ENTER:**

TO BE ELIGIBLE FOR THE DRAW, ENTRANT IS REQUIRED TO HAVE REGISTERED ON THE BIKE FOR BRAIN HEALTH WEBSITE BEFORE 11:59PM FRIDAY, **MARCH 10, 2023 EDT**. EVERY PARTICIPANT WHO IS THE REGISTERED DESIGNATED TEAM CAPTAIN OF A BIKE FOR BRAIN HEALTH TEAM WITH FOUR OR MORE REGISTERED RIDERS ON THEIR TEAM ON THE WEBSITE DURING THE CONTEST PERIOD WILL RECEIVE A BALLOT OF ENTRY INTO THE CONTEST. FOUR OR MORE RIDERS MUST REGISTER TO THE TEAM DURING THE CONTEST PERIOD TO BE ELIGIBLE FOR ENTRY. TEAM CAPTAINS WILL RECEIVE ONE (1) BALLOT OF ENTRY FOR EVERY MULTIPLE OF FOUR RIDERS ADDED TO THE TEAM ON THE BIKE FOR BRAIN HEALTH WEBSITE

Entrant will also be required to confirm that they have read, understood and agree to abide by these Official Rules. The Sponsor's clock is the official time-keeping device to determine date and time of Entry. Entrants are responsible for providing their correct contact data. All entries are subject to verification at any time and for any reason. THE SPONSOR WILL GENERATE A LIST OF ALL ELIGIBLE ENTRANTS FROM WHICH TO PERFORM A RANDOM DRAW.

All entries that are incomplete, illegible, damaged, irregular, have been submitted through illicit means, using any robotic, automatic programmed method that artificially increases the odds of winning or do not conform to or satisfy any condition of these Official Rules may be disqualified by the Sponsor. The Sponsor is not responsible for any errors or omissions in printing and advertising this Contest.

- 4. PRIZE(S):** There are 1 prizes, consisting of **A PAIR OF TICKETS TO ATTEND A CINEPLEX MOVIE PER MONTH.**

This Prize has an approximate total retail value of \$320.00 Canadian dollars.

The Prizes and Grand Prizes must be accepted as awarded, are non-transferable, and cannot be substituted or redeemed for cash value.

- 5. DRAWING AND NOTIFICATION:**

One (1) Entry for the one (1) Prize will be selected in a random draw to be held between **9 A.M. and 10 A.M. on MONDAY, MARCH 13, 2023 EDT** (the "**Draw Period**"), from all eligible Entries received during the Contest Period. The odds of being selected as eligible to win the Prize will depend upon the total number of eligible Entries received during the Contest Period.

- 6. WINNER SELECTION:** The Selected Entrant (the "**Selected Entrant**") will be notified on **MONDAY, MARCH 13, 2023, between 10 A.M. and 12 P.M. EDT** by telephone and/or email at the telephone number and/or email address provided by the Selected Entrant at the time of Contest submission. Please check your email and spam filters.

Communication will be entered into only with the Selected Entrant. Before being declared a winner (the "**Prize Winner**"), the Selected Entrant must first correctly answer without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question to be administered by telephone at a mutually agreeable time. The Selected Entrants will also be required to complete and return to Sponsor (or its authorized

agent) by the deadline specified in the documents a written Declaration of Compliance and a Liability and Publicity Release (the “**Declaration and Release**”), which, among other things: (a) confirms compliance with these Official Rules; (b) acknowledges acceptance of the Prize as awarded; (c) releases the Contest Entities from any liability in connection with this Contest or the receipt, possession, use or misuse of the Prize or any part thereof; and (d) agrees to the publication, reproduction and/or other use of his/her/their name, address, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner whatsoever, including print, broadcast or the internet.

Inability to reach Selected Entrant or failure by any Selected Entrant to complete, sign and return the Declaration and Release, or any other required documentation, within one (1) business day after notification is sent, or the return of Prize Winner notification as undeliverable, or failure to provide proof of eligibility (if requested), or other non-compliance with these Official Rules may result in forfeiture of the Prize and selection of an alternate Prize Winner by random draw, who will be subject to disqualification in the same manner, until the Prize has been awarded. If no qualified Prize Winner can be declared by **FRIDAY, MARCH 31, 2023**, the Prize may be forfeited in its entirety in the sole discretion of the Sponsor. Failure of the Selected Entrants to meet all of the Contest requirements or correctly answer the skill-testing question will result in disqualification, forfeiture of the Prize, and Sponsor may in its sole and absolute discretion, randomly select an alternative Entry from among all remaining eligible Entries, who will be subject to disqualification in the same manner. The Contest Sponsor is not responsible, whether as a result of human error or otherwise, for any failure to contact any Selected Entrants. **ULTIMATE AWARDING OF THE PRIZE IS AT THE SOLE DISCRETION OF THE SPONSOR.**

The Contest Sponsor will contact the Prize Winner following receipt of their signed Declaration and Release to arrange for delivery or pick-up of the respective Prize.

- 7. PERSONAL INFORMATION, CONSENT AND DISCLOSURE:** Sponsor and its authorized agents will collect, use, and disclose the personal information you provide when you enter the Contest for the purposes of administering the Contest and Prize fulfilment. By entering this Contest, you consent to such collection, use and disclosure of your personal information. By entering this Contest, you consent to the collection, use, disclosure and management of your personal information for these purposes and as otherwise described in Sponsor’s privacy policy located at: <https://baycrestfoundation.org/Privacy-Policy>

By accepting a prize, the Prize Winner consents to the use of his/her/their name, address (city and province), picture, biographical information, voice, statements relating to this Contest for the duration of the Contest, and photographs or other likenesses, without further compensation or authorization, in any advertising and publicity in any form or media, whether now known or hereafter developed, including but not limited to the World Wide Web, at any time or times in perpetuity, carried out by the Sponsor or any related entities thereto in connection with this Contest.

Recording and/or use of these personal details will serve only to organize and conduct the Contest. They will not be forwarded to any other third party except Sponsor may disclose information related to or in connection with this Contest to any of its affiliates or subsidiaries. The entrant also consents to his/her/their name and picture being published on official Sponsor webpages in the event that he/she/they wins the Prize. Every Entrant has the right to find out how his/her/their personal particulars are to be used. In addition, every Entrant is also entitled to withdraw his/ her/their consent for Sponsor to use and save his/her/their personal data without stating the reasons for his/her/their decision. If consent is withdrawn, the data will be deleted immediately. Withdrawal of consent and deletion of personal particulars will be confirmed by email on request. Where consent is withdrawn prior to the launch of the Contest, any further participation in the Contest is ruled out. The Entrant agrees to receive email communications from Sponsor and its affiliates containing information regarding the Contest.

Contest is in no way sponsored, endorsed, or administered by, or in association with, any third party social media platforms. Any questions or comments regarding the Contest should be directed to the Sponsor and not any third party media platforms.

- 8. INTELLECTUAL PROPERTY.** All intellectual property, including but not limited to trademarks, logos, designs, promotional materials, web pages, source codes, images, drawings, illustrations, slogans and representations are owned by the Sponsor. All rights reserved. Unauthorized copying or use of any of the Sponsor’s intellectual property without the express written consent of the Sponsor is strictly prohibited.
- 9. INDEMNIFICATION:** By submitting an Entry into this Contest, each Entrant confirms his or her understanding of and compliance with these Official Rules. Each Entrant, and their representatives, heirs, next of kin or assignees (“Entrant’s Representatives”), hereby releases and holds the Contest Entities harmless from any and all liability for any injuries, loss or damage of any kind to the Entrant, Contest Entities or any other person, including personal injury, death or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of the Prize, participation in the Contest, any breach of the Official Rules, or in any Prize-related activity. The Entrant and Entrant’s Representatives agree to fully indemnify the Contest Entities from any and all claims by third parties relating to the Contest, without limitation.

- 10. LIMITATIONS OF LIABILITY AND RELEASES:** BY PARTICIPATING IN THIS CONTEST, ENTRANTS AGREE THAT CONTEST ENTITIES HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) TO PERSONS OR PROPERTY, INCLUDING WITHOUT LIMITATION, RESULTING FROM: A) ENTRY OR PARTICIPATION IN THIS CONTEST OR ANY CONTEST-RELATED ACTIVITY, INCLUDING ACCESS TO AND USE OF THE CONTEST WEBSITE, OR B) ANY CLAIMS BASED ON PERSONALITY OR PRIVACY RIGHTS, DEFAMATION OR MERCHANDISE DELIVERY OR C) AWARDED, RECEIPT, POSSESSION, USE OR MISUSE OF ANY PRIZE. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, therefore such exclusions may not apply to you.

Without limiting the foregoing, the Contest Entities shall not be responsible for: (a) any incomplete or inaccurate information that is caused by Contest 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 processing of submissions in the Contest; (b) lost, interrupted, or unavailable network, server, service provider, on-line systems, telephone networks or telephone lines, or any other connections; (c) the theft, destruction, loss or unauthorized access to, or alteration of, Entries; (d) any problems with, or malfunctions or failures of, telephone networks or lines, computers or computer on-line systems, servers or providers, computer equipment, software, viruses or bugs; (e) garbled transmissions or miscommunications; (f) failure of any e-mail to be received by or from any independent contest judging organization or Sponsor for any reason, including but not limited to traffic congestion on the Internet or at any website or combination thereof or technical incompatibility; (g) damage to a user's computer equipment (software or hardware) occasioned by participation or downloading of materials related to this Contest; (h) printing, distribution, programming or production errors, and any other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise; (i) the security or privacy of information transmitted via computer networks or for breaches of privacy due to interference by third-party computer hackers or otherwise; (j) technical, pictorial, typographical or editorial errors or omissions contained herein; (k) any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related cause of action that relate in any way to the use of any third-party social media platforms; or (l) any delay or inability to act resulting from an event or situation beyond their control, including a strike, lockout or other labour dispute at their location or the locations of the organizations and businesses whose services are used to administer this Contest.

- 11. GENERAL CONDITIONS:** By entering, participants agree to be bound by these Official Rules and the decisions of the Sponsor, which shall be final and binding in all matters pertaining to this Contest. Each Prize Winner will be required to follow all directions and instructions of the Sponsor or their prize may be forfeited.

This Contest is subject to all applicable federal, provincial and municipal laws and is void where prohibited. All Entries become the property of Sponsor and none will be returned or acknowledged. All Entries are subject to verification at any time. Automated Entries (including but not limited to Mass Entries, 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. The Sponsor is not responsible for late, lost, incomplete or illegible Entries. ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE THE CONTEST WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of this Contest or the Contest Website; to be in violation of the terms of service of the Contest Website; to be acting in violation of these Official Rules; or to be acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification) to participate and receive the Grand Prize, if applicable, in this Contest. Failure to provide such proof to the satisfaction of the Sponsor in a timely manner may result in disqualification and forfeiture of the Prize, if applicable. In the event of a dispute as to the identity of the person who submitted any Entry, the authorized account holder of the e-mail address submitted at registration will be deemed to be the Entrant. The "authorized account holder" is the natural person assigned an e-mail address by an access provider, service provider, or other person or organization responsible for assigning e-mail addresses for the account associated with the submitted address. The potential Prize Winner may be required to show proof of being the authorized account holder. Sponsor reserves the right to terminate or amend this Contest, or these Official Rules, in whole or in part, at any time, without prior notice if any factor interferes with its proper conduct as contemplated by these Official Rules, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, programming errors, or technical failures. In the event of any discrepancy or inconsistency between the terms and conditions of these Official Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to: the Entry Form, Contest Website, and/or point of sale, television, print or online advertising; the terms and conditions of these Official Rules shall prevail, govern and control. 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 Rules shall not affect the validity or enforceability of any other provision. If any provision of the Official 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. Should a Prize Winner make any false statement(s) in any document referenced above, the Prize Winner will be required to promptly return to Sponsor his/her Prize, or the cash value thereof.

- 12. GOVERNING LAW:** The Contest shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. Without limiting the generality of the foregoing, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations as between any person and/or Entrant and the Contest Sponsor in connection with the Contest shall be governed by and construed and interpreted in accordance with the internal laws of the Province of Ontario, Canada, including the procedural provisions of those laws, 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. The Contest Sponsor and all Entrants hereby attorn to the jurisdiction of the courts of that Province, sitting in the City of Toronto, Ontario, in respect of the determination of any matter, issue or dispute arising under or in respect of these Official Rules and/or the Contest and agree that any such determination shall be brought solely and exclusively before such courts.

The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein.