

## Sport Chek Mother's Day Run Walk & Wheel Fundraising Contest

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**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE OR PAYMENT WILL NOT INCREASE OR IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW. INTERNET ACCESS REQUIRED.**

**EACH WINNER MAY BE REQUIRED TO PARTICIPATE IN THE PRIZE FULFILLMENT PROCESS AND SIGN DOCUMENTATION, SUCH AS A RELEASE, WITHIN FIVE (5) BUSINESS DAYS, AS MORE FULLY DETAILED BELOW.**

**BY ENTERING THE CONTEST YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SPONSOR (DEFINED BELOW) FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.**

The Sport Chek Mother's Day Run Walk Wheel & Fundraising Contest (the "**Contest**") is open to residents of Canada (excluding Quebec) and shall be construed and evaluated according to applicable Canadian law. Void in whole or in part where prohibited by law. entry in this Contest constitutes acceptance of these Contest rules (the "**Contest Rules**").

- 1. SPONSOR:** The Contest Sponsor is FGL Sports Ltd. (the "**Sponsor**") with its head office located at #110 - 205 Quarry Park Blvd. SE, Calgary, AB T2C 3E7. This Contest is administered by Run Calgary with its head office at at 1515 Highfield Cres SE, Calgary, AB – Mail Box 296 Station M, Calgary, AB T2P 2H9 (the "**Administrator**"). Any questions, comments or complaints must be directed to the Administrator.
- 2. ELIGIBILITY.** To be eligible for this Contest, an individual must:
  - (a) be a legal resident of Canada (excluding Quebec);
  - (b) be 18 years of age or older in his/her province or territory at time of entry or have consent of a parent/guardian; and
  - (c) be registered for the Sport Chek Mother's Day Run Walk Wheel through RaceRoster (which can be completed here: (<https://raceroster.com/events/2022/54127/2022-sport-chek-mothers-day-run-walk-and-wheel>)).

Employees of the Sponsor, Administrator and their affiliates, subsidiaries, related companies, advertising and promotional agencies (collectively, "**Promotion Entities**"), and the immediate family members (i.e., parents, spouses, siblings, children, grandparents, step parents, step children and step siblings, and their respective spouses, and those living in the same household, whether or not related), are not eligible to participate in the Contest.

The Sponsor and/or Administrator 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 and/or Administrator for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. The Sponsor reserves the right, in its sole discretion; to disqualify any entrant should such an entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

3. **CONTEST PERIOD.** The Contest starts at 12:01 a.m. EST on February 1, 2022 and ends May 8, 2021 at 11:59 p.m. EST (the "Contest Period").

4. **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. During the Contest Period, to receive an entry:

(i) **Make a Donation:** Make a donation to Canadian Tire Jumpstart Charities and/or Calgary Health Foundation - Foothills NICU through the Race Roster Platform located here: <https://raceroster.com/events/2022/54127/2022-sport-chek-mothers-day-run-walk-and-wheel>;

(ii) **Fundraise:** Fundraise by accepting donations on your Race Roster registration page (note that if you registered as part of a team, the total amount raised by your team will be counted toward your individual fundraising amount) or ; or

(iii) **Alternate Method of Entry:** To obtain an entry without the need to make a donation or fundraise, print your first name, last name, email address, telephone number and complete mailing address (including postal code) on a plain white piece of paper and mail it (in an envelope with sufficient Canadian postage) along with a unique and original answer any ONE of the following questions:

1. **To be eligible for the First Prize Bracket (as defined in Section 5):** Explain why you are excited to participate in the Sport Chek Mother's Day Walk Run Wheel this year?
2. **To be eligible for the Second Prize Bracket (as defined in Section 5):** Tell us what the hashtag #FINDWHATMOVES YOU means to you and why it is important for you to lead an active, healthy lifestyle?
3. **To be eligible for the Third Prize Bracket (as defined in Section 5):** Explain why Canadian Tire Jumpstart Charities and/or Calgary Health Foundation - Foothills NICU are important to you?

Mail your entry to the following address: "Mother's Day Run Walk & Wheel Fundraising Contest, c/o Run Calgary, 1515 Highfield Cres SE, Calgary, AB – Mail Box 296 Station M, Calgary, AB T2P 2H9. To be eligible, your entry must be received by May 8, 2022. To be eligible: (i) you may only submit one entry using the Alternate Method of Entry; (ii) you may only answer one of the three questions noted in this section. If you submit more than one answer, only your first answer will be considered.

(b) Use of multiple or alias email accounts and/or any automated, macro, script, robotic or other system(s) or program(s) in order to exceed the limits on entries permitted by the Contest

Rules may result in the disqualification of all entries from such accounts as well as disqualification of the entrant from the Contest.

- (c) In the event of a dispute regarding who submitted an entry, the authorized subscriber of the email address used to participate in the Contest at the time of entry will be deemed to be the entrant. The authorized account subscriber is defined as the natural person who is assigned an email address that can be verified by Sponsor and/or Administrator. For further clarity, for the purpose of the Contest Rules, "authorized account subscriber" of a valid email address is defined as the natural person who is assigned an email address by an internet access provider, on-line service provider, telecommunications provider or other organization responsible for assigning email addresses for the domain associated with the Instagram account or email address (as applicable). Each winner may be required to provide the Sponsor and/or Administrator with proof that the winner is the authorized account holder of the email address that is associated with the winning entry. If an entrant opts to use his/her email address via a wireless mobile device (which is not required to enter the Contest), standard data rates may apply. Wireless carriers' rate plans may vary, and entrants should contact their wireless carrier for more information on messaging rate plans and charges relating to participation in the Contest. Entrant also understands that mobile device service may not be available in all areas.
- (d) By participating in this Contest, entrant acknowledges, represents and warrants that: (i) the entry does not contain any material that is libelous, defamatory, profane or obscene and does not violate any laws relating to hate speech or otherwise; (ii) the entry is an original work, solely created by the entrant, and that no third party participated as an author, co-author, photographer or otherwise in the creation of the entry or any part thereof and that all right, title, and interest (including copyright) therein and thereto is owned and/or controlled by the entrant to the full extent necessary to enable the Sponsor and Administrator to use the entry as contemplated by these Contest Rules; (iii) the entry does not infringe upon the intellectual property or other statutory or common law rights of any third party; and (iv) if applicable, any minor shown in the entry and the submission of the entry is made with any required consent of a parent and/or legal guardian of such minor.
- (e) You agree that the Sponsor and/or Administrator may, at any time, edit, modify or remove the entry, in whole or in part, and may disqualify an entrant from the Contest if the Sponsor and/or Administrator believes, in their sole discretion, that the entrant has breached any of the representations and warranties made above including, without limitation, on the basis of concerns relating to the rights of third parties, including but not limited to privacy, copyright, defamation, rights of personality, obscenity or hate speech.
- (f) By submitting this entry you, the entrant, confirm that you have obtained all required consent for use and publication of the entry for the purpose of this Contest, from all individuals who may appear in the entry being submitted.
- (g) All entries become the sole property of the Sponsor and will not be returned for any reason. By submitting the entry, the entrant assigns to the Sponsor all of entrant's right, title and interest, including copyright, in and to the entry, throughout the world in perpetuity. For greater certainty, the entrant acknowledges that, as a result of this assignment, the Sponsor will have the exclusive and perpetual right to exploit the Winner's name, photograph or

likeness, and the entry in any media now known or later developed in whatever ways the Sponsor may determine in their sole discretion and to authorize others to do so. This includes, but is not limited to, the right to reproduce, distribute, publish, exploit, display, communicate to the public by telecommunication, transmit, broadcast and otherwise use and exploit the entry, in whole or in part and to edit, add to, or modify the entry in any way, all without further obligation or compensation of any kind to the entrant. By submitting the entry, the entrant waives all of its so-called "moral rights" that it may enjoy in any territory throughout the world in relation to the entry. Upon request by the Sponsor, the entrant agrees that it shall sign (or cause to be signed) all further documents or do (or cause to be done) all further acts and provide all reasonable assurances as may reasonably be necessary or desirable to give effect to the assignment of the entrant's rights in the entry.

- (h) entries must be received during the Contest Period. entries will be declared invalid if they are late, illegible, incomplete, damaged, irregular, mutilated, forged, garbled or mechanically or electronically reproduced. No communication or correspondence will be exchanged with entrants except with those (1) selected for a prize; or (2) that have sent questions or other communication to the Sponsor in addition to making an entry.

## 5. PRIZES.

- (a) The prizes are hereafter referred to as the "**Prizes**", each a "**Prize**". The confirmed Prize winners are hereafter referred to as "**Winners**", each a "**Winner**".

- (b) There are 3 categories of Prizes available to be won during the Contest Period as follows:

- (i) If you donate or fundraise between \$25.00-\$99.99 ("**First Prize Bracket**"), there are three Prizes available to be won:

- 1. 1 FitBit Sense (approximate retail value ("**ARV**"): \$258.00 plus tax)
    - 2. 1 FitBit Sense (ARV \$258.00 plus tax)
    - 3. 1 FitBit Sense (ARV \$258.00 plus tax)

- (ii) If you donate or fundraise between \$100.00-\$499.99, there is one Prize available to be won consisting of Hush Classic Twin 20lb Blanket (ARV \$269.00 plus tax) ("**Second Prize Bracket**");

- (iii) If you donate or fundraise \$500.00 or more, there is one Prize available to be won consisting of GT Women's Laguna Pro 27.5" Mountain Bike (ARV \$764.99) or GT Agressor Sport 27.5" Mountain Bike (ARV \$764.99) ("**Third Prize Bracket**"). For clarity, the Winner of the Third Prize Bracket will be required to choose between the GT Women's Laguna Pro 27.5" Mountain Bike or the GT Agressor Sport 27.5" Mountain Bike.

(The First Prize Bracket, Second Prize Bracket and Third Prize Bracket are collectively referred to as the "**Prize Brackets**").

- (c) Winners are not entitled to monetary difference between actual Prize value and stated ARV

of the Prize, if any.

- (d) Each Prize will be distributed within fifteen (15) business days after the Winner has been successfully contacted, notified of his/her Prize and fulfilled the requirements set out herein.
- (e) The Prize must be accepted by the Winner as awarded and cannot be transferred, exchanged, assigned, substituted or redeemed for cash, except at the sole discretion of the Sponsor. Any unused portion of a Prize will be forfeited and has no cash value. The Sponsor reserves the right, in their sole discretion, to substitute a prize of equal or greater value if a Prize (or any portion thereof) cannot be awarded for any reason.
- (f) The Sponsor shall not assume any liability for lost, damaged or misdirected Prizes.

## 6. WINNER SELECTION.

- (a) Prize Winners shall be selected as follows: A draw will take place for each Prize Bracket on or around 12:00 p.m. EST in Calgary, Alberta, on May 9, 2022 as follows:
  - a. **First Prize Bracket:** three entrants will be selected by a random electronic draw from all eligible entries received during the Contest Period who are eligible for one prize each in the First Prize Bracket.
  - b. **Second Prize Bracket:** one entrant will be selected by a random electronic draw from all eligible entries received during the Contest Period who are eligible for the Second Prize Bracket.
  - c. **Third Prize Bracket:** one entrant will be selected by a random electronic draw from all eligible entries received during the Contest Period who are eligible for the Third Prize Bracket.
- (b) The odds of being selected as a potential winner are dependent upon the number of eligible entries received by the Administrator during the Contest Period. Before being declared a Winner, each selected entrant shall be required to: (i) correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question to be administered during a pre-arranged telephone call, or by email; (ii) comply with the Contest Rules, and (iii) sign and return the Confirmation and Release (described below).
- (c) Each selected entrant will be notified by email on the respective draw date. The Administrator will make a minimum of three (3) attempts to contact the selected entrant by email within ten (10) business days of the draw date. Upon notification, each selected entrant must provide required information in compliance with these Contest Rules to the email provided in the notification, and the selected entrant's response must be received by the Administrator within **five (5) business days** after being notified. If the selected entrant does not respond in accordance with the Contest Rules, he/she will be disqualified and will not receive the Prize and another entrant may be selected, in the Administrator's sole discretion, until such time as an entrant satisfies the terms set out herein. The Sponsor and/or Administrator are not responsible for the failure for any reason whatsoever of a selected entrant to receive notification or for the Administrator to receive a selected entrant's response.

(d) 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 for the respective Prize Bracket after the Contest's closing dates to award the correct number of Prizes.

(e) ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR AND/OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE CONTEST SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY AND THE POTENTIAL WINNING ENTRY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR AND/OR ADMINISTRATOR WILL NOT ACCEPT OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS.

7. **RELEASE.** Each Winner will be required to execute a release and waiver ("**Confirmation and Release**") that confirms Winner's: (i) eligibility for the Contest and compliance with these Contest Rules; (ii) acceptance of the Prize as offered; (iii) release of the Promotion Entities, Canadian Tire Associate Dealers, and each of their respective subsidiaries, affiliates, related companies, employees, directors, officers, suppliers, agents, sponsors, administrators, licensees, representatives, advertising, media buying and promotional agencies (collectively, the "**Releasees**") 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; (iv) grant to the Sponsor and the Administrator the unrestricted right, in the Sponsor's or Administrator's individual discretion, to produce, reproduce, publish, broadcast, communicate by telecommunication, exhibit, distribute, adapt and otherwise use or re-use the Winner's name, photograph or likeness, and the entry, in any and all media now known or hereafter devised, in connection with the Contest and the promotion and exploitation thereof; (v) assignment to the Sponsor all of Winner's right, title and interest, including copyright in and to the entry, throughout the world in perpetuity and acknowledgment that, as a result of this assignment, the Sponsor will have the exclusive and perpetual right to exploit the Winner's name, photograph or likeness and the entry in any media now known or later developed in whatever ways the Sponsor may determine in their sole discretion and to authorize others to do so, including without limitation, the right to reproduce, distribute, publish, exploit, display, communicate to the public by telecommunication, transmit, broadcast and otherwise use and exploit the entry, in whole or in part and to edit, add to, or modify the entry in any way, all without further obligation or compensation of any kind to the Winner; (vi) waiver of all of Winner's so-called "moral rights" that it may enjoy in any territory throughout the world in relation to the entry, to the maximum extent permitted by law; and (vii) acknowledgement that, upon request by the Sponsor, Winner shall sign (or cause to be signed) all further documents or do (or cause to be done) all further acts and provide all reasonable assurances as may reasonably be necessary or desirable to give effect to the assignment of Winner's rights in the entry. The executed Confirmation and Release must be returned within five (5) business days of the verification as a Winner or the selected entrant will be disqualified and the Prize forfeited.

8. **INDEMNIFICATION BY ENTRANT.**

(a) By entering the Contest, 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 acceptance, possession, use or misuse of any Prize, participation in the Contest, any breach of the Contest Rules, or in any Prize-related activity. The entrant agrees to fully indemnify Releasees from any and all claims by third parties relating to the Contest, including without limitation any claims of infringement of rights to copyright, privacy and/or personality.

- 9. LIMITATION OF LIABILITY.** The Sponsor and Administrator assume no responsibility or liability for: (a) lost, late, unintelligible/illegible, falsified, damaged, misdirected or incomplete entries, notifications, responses, replies or any Confirmation and Release; (b) any computer, online, software, telephone, hardware or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an entry; (c) 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; (d) 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; (e) any problems, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, e-mail, players, or browsers, on account of technical problems or traffic congestion on the internet, at any website, or on account of any combination of the foregoing; (f) any injury or damage to entrant or to any computer related to or resulting from participating or downloading materials in this Contest. Entrant assumes liability for injuries caused or claimed to be caused by participating in the Contest, or by the acceptance, possession, use of, or failure to receive any Prize. The Sponsor and Administrator assume 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 or Administrator, including but not limited to 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. The Releasees make no warranty, guaranty, or representation of any kind concerning any Prize and disclaim any implied warranty, guaranty, or representation.
- 10. CONDUCT.** By participating in the Contest, each entrant agrees to be bound by the Contest Rules, which will be made available online on the Administrator's website. Entrant further agrees to be bound by the decisions of the Sponsor and/or Administrator, which shall be final and binding in all respects. The Sponsor and/or Administrator reserves the right, in their 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; (c) violating the terms of service, conditions of use and/or general rules or guidelines of any online Sponsor's or Administrator's property or service; and/or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Caution: Any attempt to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil laws. Should such an attempt be made, the Sponsor and Administrator reserve 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, entrant: (i) grants to the Sponsor and the Administrator the right to use his/her name, mailing address, the entry, telephone number, and email address for the purpose of administering the Contest, including but not limited to contacting and announcing the Winners; (ii) grants to the Sponsor and the Administrator the right to use his/her name, photograph or likeness, and the entry for Contest administration, 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; and (iii) acknowledges that the Sponsor or Administrator may disclose his/her name, photograph or likeness, and the entry to third-party agents and service providers acting on behalf of the Sponsor in connection with any of the activities listed in (i) and (ii) above.
- (b) The Sponsor will use the entrant's Personal Information only for identified purposes, and protect the entrant's Personal Information in a manner that is consistent with the Sponsor's Privacy Policy at: <https://www.sportchek.ca/help-desk/safety-and-security/privacy-policy.html>. The Sponsor's Privacy Policy outlines its commitment to safeguarding Personal Information.
- 12. INTELLECTUAL PROPERTY.** All intellectual property, including but not limited to trade-marks, trade names, logos, designs, copyrights and any other intellectual property and trade secrets contained in any materials including without limitation print, digital and any other media are owned by the Sponsor and/or their affiliates, unless otherwise stated. All rights are reserved. Unauthorized copying or other use of such material without the express written consent of its owner is strictly prohibited.
- 13. TERMINATION.** The Sponsor reserves the right to terminate the Contest, in whole or in part, and/or to 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 Alberta including procedural provisions 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. FURTHER, IN ANY SUCH DISPUTE, UNDER NO CIRCUMSTANCES WILL AN ENTRANT BE PERMITTED OR ENTITLED TO OBTAIN (AND HEREBY WAIVES ALL RIGHTS TO SEEK OR CLAIM) INJUNCTIVE, EQUITABLE, OR OTHER NON-MONETARY RELIEF OR AWARDS FOR PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES, INCLUDING LAWYERS' FEES, OTHER THAN ENTRANT'S ACTUAL OUT-OF-POCKET EXPENSES (IF ANY), NOT TO EXCEED TEN DOLLARS (\$10), AND ENTRANT FURTHER WAIVES ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR INCREASED.
- 15. SEVERABILITY.** If any term or condition of the Contest Rules is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of the Contest Rules.

- 16. OFFICIAL RULES.** These Official Rules are available on the Administrator's website found here: <https://raceroster.com/events/2022/54127/2022-sport-chek-mothers-day-run-walk-and-wheel/fundraising-incentives>.
- 17. LANGUAGE 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 entry form, or point of sale, television, print or online advertising, the terms and conditions of the Contest Rules shall prevail.
- 18. SPONSOR.** The Sponsor of the Contest and the address at which the Sponsor may be contacted is FGL Sports Ltd., 205 Quarry Park Blvd, Unit 110, Calgary, Alberta, T2C 3E7. Reference to third parties in connection with the Prize is for reference and identification purposes only and not intended to suggest endorsement, sponsorship or affiliation with Sponsor or the Contest.