

RIDE FOR MACKENZIE HEALTH

BIB SHORTS CONTEST

OFFICIAL CONTEST RULES (“Contest Rules” or “Rules”)

The Ride for Mackenzie Health Bib Shorts Contest (herein referred to as the “Contest”) is intended to be conducted in Canada by Mackenzie Health Foundation (herein after referred to as the “Contest Sponsor”) and Castelli (herein after referred to as the “Prize Supplier”), and shall be construed and evaluated according to applicable Ontario law. The Contest is open to legal residents of Canada (excluding the province of Quebec) over the legal age of majority in their province/territory of residence. Do not enter the Contest if you are not a legal resident of Canada over the age of majority in your province/territory of residence. Contest is void in whole or in part outside of Canada and where prohibited by law. Entry in this Contest constitutes each entrant’s acceptance of, and agreement to be legally bound by, these Contest Rules.

1. ELIGIBILITY.

a. To be eligible for this Contest, an individual must be a legal resident of Canada (excluding the province of Quebec) who is over the age of majority in his/her province/territory of residence. **(Children under the age of majority who registered to participate in the fundraising program with written permission from a parent or guardian may be included in the contest.)** Employees of the Contest Sponsor are not eligible to participate in the Contest.

b. You must be a registered participant of Ride for Mackenzie Health 2023, meaning you have fully completed the [online registration form](#) with all required information at MHFRide.ca.

c. The Contest Sponsor 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 to the complete satisfaction of the Contest Sponsor may result in disqualification. All personal and other information requested by and supplied to the Contest Sponsor for the purpose of this Contest must be truthful, complete, accurate and in no way misleading. The Contest Sponsor reserves the right to disqualify any Entry or entrant in its and their sole discretion, should any Entry or entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

2. CONTEST PERIOD.

The Contest opens on May 31, 2023 at 12:01 AM EST and closes at 11:59 PM EST, on June 30, 2023 (the “Contest Period”).

3. HOW TO ENTER.

There is no purchase necessary to participate in the Contest. There is one (1) way to enter the Contest:

To earn one (1) pair of Ride for Mackenzie Health branded bib shorts you must raise a minimum of \$1,000 in support of Mackenzie Health Foundation’s Ride for Mackenzie Health event within the Contest Period. To be eligible for the Prize, the funds raised must be received online or manually inputted in your online Participant Centre at MHFRide.ca within the Contest Period.

To earn one (1) Entry (an “Entry”), you must be a 2023 Ride for Mackenzie Health registrant. Go to MHFRide.ca (the “Website”) and follow the on-screen instructions to register for Ride for Mackenzie Health – a cycling and fundraising event for Mackenzie Health.

Once you have fully completed the registration form with all required information, follow the instructions to complete your registration (the “Registration”). To be eligible to earn one (1) Entry, your Registration must be received within the Contest Period. One (1) Entry per person.

In the event of a dispute as to the identity of the person submitting an online Entry, the Contest Sponsor reserves the right, in its sole and absolute discretion, to deem the entrant to be the authorized account holder of the e-mail address associated with the entry. For the purpose of these Contest Rules, “authorized account holder” of an e-mail address is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Each entrant may be required to provide the Contest Sponsor with proof that the entrant is the authorized account holder of the e-mail address associated with the applicable entry.

4. PRIZE.

There will be many prizes available, each consisting of one (1) pair of our Ride for Mackenzie Health branded Castelli bib shorts, selected by MHF (men’s or women’s) in the size of your choice.

- a. Mackenzie Health Foundation is not responsible for any product damage. Other restrictions may apply.
- b. The Prize is non-transferable and without limiting the foregoing, the Prize may not be sold or traded, the Prize must be taken as offered and cannot be substituted, redeemed or exchanged for cash, credit or alternative prizes, except in the Prize Supplier's sole discretion. The Prize Supplier and Contest Sponsor reserve the right to substitute the Prize with a Prize of equal or greater value. No credit or reimbursement will be provided if the Prize is not taken. The Prize cannot be combined with any other promotional offer or offers provided by the Prize Supplier.

Retail value: The bib short has a retail value of \$140.00 to \$165.00 CAD per item.

If you qualify for the prize, you can claim your bib shorts at the Mackenzie Health Foundation office during the pickup dates.

The Prize is subject to all of the terms and conditions as stated by the Prize Supplier.

5. ELIGIBLE QUALIFIERS SELECTION.

The qualifiers shall be selected as follows:

- a. Participants are eligible if they meet the requirements of the Contest Rules. On July 4, in Vaughan ("Selection Date"), a data pull for all eligible participants will be completed and all participants who raise \$1,000 or more within the Contest Period will be selected as the Qualifiers.
- b. Following the Selection Date, the Contest Sponsor or its representatives will contact the eligible Qualifiers by phone and/or email.

6. RELEASE.

- a. Acceptance of the prize will be considered the Qualifier's agreement and release ("Release"), and confirms the Qualifier's:
 - eligibility for the Contest and compliance with these Contest Rules;
 - acceptance of the Prize as offered;
 - release of the Contest Sponsor and its respective parent companies, subsidiaries, affiliates, employees, directors, officers, unit-holders, Prize Suppliers, agents, sponsors and administrators (the "Released Parties") from any and all liability for any loss, harm, damages,

cost or expense arising out of participation in this Contest, participation in any Contest-related activity or the acceptance, use, or misuse of the Prize or any portion thereof, 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 there from; and

- grant to the Contest Sponsor and Prize Supplier of the unrestricted right, in the Contest Sponsor's individual discretion, to produce, reproduce, publish, broadcast, communicate by telecommunication, exhibit, distribute, adapt and otherwise use or re-use the Qualifier's name, photograph, likeness, voice and biography, in any and all media now known or hereafter devised, in connection with the Contest and the promotion and exploitation thereof.

7. INDEMNIFICATION BY ENTRANT.

By entering this Contest, each entrant releases and holds Released Parties harmless from any and all liability for any injuries, loss or damage of any kind to the entrant, Released Party or any other person or entity, including, without limitation, 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 this Contest, any breach of these Contest Rules, or in any Prize-related activity. Each entrant agrees to fully indemnify the Released Parties from any and all claims by third parties relating to the Contest, without limitation.

8. LIMITATION OF LIABILITY.

a. The Released Parties assume no responsibility or liability for lost, late, misdirected or incomplete Entries, notifications, responses, replies requests or any Release, or for any telephone, hardware, software or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an Entry. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused 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. The Released Parties assume no responsibility for 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. The Released Parties are not responsible for any problems, failures or technical malfunction of any telephone network or lines on account of technical problems or otherwise.

b. The Released Parties are not responsible for any injury or damage caused to any entrant, person or entity relating to or resulting from participating or attempting to participate in the Contest. The 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 the Prize or any portion thereof. The Released Parties 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 Contest Sponsor, such as infection by tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of this Contest.

9. CONDUCT.

By entering this Contest, each entrant agrees to be bound by these Contest Rules, posted at MHFRide.ca and available at the Mackenzie Health Foundation, 303-955 Major Mackenzie Dr., Vaughan, ON L6A 4P9 throughout the Contest Period. Each entrant further agrees to be bound by the decisions of the Contest Sponsor, which shall be final and binding in all respects. The Contest Sponsor reserves the right, in its 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. acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE RELATED TO THE CONTEST OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, CONTEST SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.

10. PRIVACY & USE OF PERSONAL INFORMATION.

By participating in the Contest, the entrant:

- a. grants to the Contest Sponsor the right to use his/her name, mailing address, telephone number, and email address (the "Personal Information") for the purpose of administering the Contest, including, but not limited to, contacting the Qualifier; and,
- b. grants the Contest Sponsor the right to use his/her Personal Information for 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.

The Contest Sponsor and any supplier and/or vendors of the Contest 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 Mackenzie Health privacy policy

available [here](#). This section does not limit any other consent(s) that an individual may provide the Contest Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

11. INTELLECTUAL PROPERTY.

All intellectual property, including but not limited to trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned by the Sponsors/Suppliers and/or their affiliates. 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. Ride for Mackenzie Health is a trademark of Mackenzie Health Foundation.

12. TERMINATION AND AMENDMENTS.

The Contest Sponsor reserves the right to cancel, amend, modify or terminate all or any portion of this Contest at any time for any reason without prior notice. The Contest Sponsor reserves the right to adjust any of the dates, timeframes and/or other Contest mechanics stipulated in these Contest Rules, to the extent necessary, for purposes of verifying compliance by any entrant or Entry with these Contest Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Contest Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Contest Rules, or for any other reason.

13. LAW.

These are the official Contest Rules. This Contest is subject to applicable federal, provincial and municipal laws and regulations. These 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 Contest Sponsor.

RIDE FOR MACKENZIE HEALTH

2023 GEAR UP

FUNDRAISING CONTEST

OFFICIAL CONTEST RULES (“Contest Rules” or “Rules”)

The Mackenzie Health Foundation Ride for Mackenzie Health 2023 Fundraising Contest (herein referred to as the “Contest”) is intended to be conducted in Canada by Mackenzie Health Foundation (herein after referred to as the “Contest Sponsor” and Forza Performance Bike Shop (herein after referred to as the “Prize Supplier”), and shall be construed and evaluated according to applicable Ontario law. The Contest is open to residents of Canada (excluding the province of Quebec), who are 18 years of age or older at the time of entry. Mackenzie Health Foundation employees are NOT ELIGIBLE to participate. Entry in this Contest constitutes each entrant’s acceptance of, and agreement to be legally bound by, these Contest Rules.

1. ELIGIBILITY.

a. To be eligible for this Contest, an individual must be a legal resident of Canada (excluding the province of Quebec) who is over the age of majority in his/her province/territory of residence. **(Children under the age of majority who registered to participate with written permission from a parent or guardian may be included in the contest.)** Employees of the Contest are not eligible to participate in the Contest.

b. The Contest Sponsor 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 to the complete satisfaction of the Contest Sponsor may result in disqualification. All personal and other information requested by and supplied to the Contest Sponsor for the purpose of this Contest must be truthful, complete, accurate and in no way misleading. The Contest Sponsor reserves the right to disqualify any Entry or entrant in its sole discretion, should any Entry or entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

2. CONTEST PERIOD.

The Contest opens on May 31, 2023 at 12:01 AM EST and closes at 11:59 PM EST, on July 31, 2023 at 11:59pm (the “Contest Period”).

3. HOW TO ENTER.

There is one (1) way to enter the Contest:

- a. To earn one (1) Entry (an “Entry”), you must be a 2023 Ride for Mackenzie Health registrant. Go to MHFRide.ca (the “Website”) and follow the on-screen instructions to register for Ride for Mackenzie Health – a cycling and fundraising event for Mackenzie Health. Once you have fully completed the registration form with all required information, follow the instructions to complete your registration (the “Registration”). To be eligible to earn one (1) Entry, your Registration must be received within the Contest Period. One (1) Entry per person.
- b. For online participants, an entrant may be required to provide the Contest Sponsor with proof that he/she is the authorized account holder of the e-mail address associated with the Entry in Question.
- c. Only one (1) e-mail address may be used for the purposes of this Contest entry. Unless otherwise directed by the Contest Sponsor, in its sole discretion, no communication or correspondence will be exchanged with entrants except the entrant selected as the potential Winner (as defined below).
- d. In the event of a dispute as to the identity of the person submitting an online Entry, the Contest Sponsor reserves the right, in its sole and absolute discretion, to deem the entrant to be the authorized account holder of the e-mail address associated with the entry. For the purpose of these Contest Rules, “authorized account holder” of an e-mail address is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Each entrant may be required to provide the Contest Sponsor with proof that the entrant is the authorized account holder of the e-mail address associated with the applicable entry.

4. PRIZE.

There will be one (1) prize available to be won. The Prize is subject to the following conditions, and can change at any time:

The **Prize** is a major tune up from Forza Performance Bike Shop valued at \$185, subject to the terms and conditions imposed by the issuer.

The Prize is subject to all of the terms and conditions as stated by the Prize Supplier. Shipped Prizes shall not be insured and neither the Contest Sponsor, Contest Supplier nor any of the Released Parties (mentioned below) shall assume any liability for lost, damaged or misdirected Prizes. All bookings/confirmations must be made through the Contest Sponsor’s designated representatives or as the Contest Sponsor may otherwise direct.

5. ELIGIBLE WINNER SELECTION.

One (1) Winner shall be selected as follows:

a. The odds of being selected as the potential Winner are dependent upon the number of eligible Entries submitted and received in accordance with these Contest Rules. On August 2, 2023 in Vaughan, ON (the "Draw Date"), a data pull for all eligible Entries will be completed and one (1) potential Winner will be selected by a random draw from all eligible Entries submitted and received in accordance with these Contest Rules.

b. Following the Draw Date, the Contest Sponsor or its representatives will make no less than three (3) attempts to contact the eligible Winner by phone and/or email, during the ten (10) day period (the "Contact Period") immediately following the Draw Date. Upon notification, the eligible Winner must respond by telephone and/or email to the contact provided in the notification, and the eligible Winner's response must be received by the Contest Sponsor by the required return date stipulated in such notification. If a potential Winner does not respond in accordance with these Contest Rules, they may be disqualified, at the sole and absolute discretion of the Contest Sponsor, in which event they will not receive the Prize and another potential Winner may be selected from the remaining eligible Entries, in the Contest Sponsor's sole discretion, whom the Contest Sponsor or its representatives will attempt to contact, and who must respond or will be subject to disqualification, in the same manner (adjusting timeframes, including the Contact Period, accordingly). Neither the Contest Sponsor, nor the Released Parties are responsible for the failure for any reason whatsoever of each eligible Winner to receive notification or for Contest Sponsor to receive each eligible Winner's response.

c. Before being declared the confirmed Winner, they will be required to answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question and comply with the Contest Rules. Without limiting the generality of the forgoing, the Contest Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law. No individual will be declared a Winner until the Contest Sponsor officially confirms s/he as a Winner in accordance with the Contest Rules.

6. RELEASE.

a. The Winner and his/her witness will be required to execute a legal agreement and release ("Release") that confirms the Winner's:

- eligibility for the Contest and compliance with these Contest Rules;
- acceptance of the Prize as offered;

- release of the Contest Sponsor and its respective parent companies, subsidiaries, affiliates, employees, directors, officers, unit-holders, Prize Suppliers, agents, sponsors and administrators (the “Released Parties”) from any and all liability for any loss, harm, damages, cost or expense arising out of participation in this Contest, participation in any Contest-related activity or the acceptance, use, or misuse of the Prize or any portion thereof, 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 there from; and
 - grant to the Contest Sponsor and Prize Supplier of the unrestricted right, in the Contest Sponsor’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, likeness, voice and biography, in any and all media now known or hereafter devised, in connection with the Contest and the promotion and exploitation thereof.
- b. The executed Release must be returned within five (5) business days of the verification as a Winner or the selected potential Winner may, in the sole discretion of the Contest Sponsor, be disqualified and the Prize be forfeited.

7. INDEMNIFICATION BY ENTRANT.

By entering this Contest, each entrant releases and holds Released Parties harmless from any and all liability for any injuries, loss or damage of any kind to the entrant, Released Party or any other person or entity, including, without limitation, 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 this Contest, any breach of these Contest Rules, or in any Prize-related activity. Each entrant agrees to fully indemnify the Released Parties from any and all claims by third parties relating to the Contest, without limitation.

8. LIMITATION OF LIABILITY.

a. The Released Parties assume no responsibility or liability for lost, late, misdirected or incomplete Entries, notifications, responses, replies requests or any Release, or for any telephone, hardware, software or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an Entry. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused 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. The Released Parties assume no responsibility for 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. The Released Parties are not responsible for any problems, failures or technical malfunction of any telephone network or lines on account of technical problems or otherwise.

b. The Released Parties are not responsible for any injury or damage caused to any entrant, person or entity relating to or resulting from participating or attempting to participate in the 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 the Prize or any portion thereof. The Released Parties 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 Contest Sponsor, such as infection by tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of this Contest.

9. CONDUCT.

By entering this Contest, each entrant agrees to be bound by these Contest Rules, posted at MHFRide.ca and available at Mackenzie Health Foundation, 303-955 Major Mackenzie Dr. W., Vaughan, ON L6A 4P9 throughout the Contest Period. Each entrant further agrees to be bound by the decisions of the Contest Sponsor, which shall be final and binding in all respects. The Contest Sponsor reserves the right, in its 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. acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE RELATED TO THE CONTEST OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE CONTEST SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.

10. PRIVACY & USE OF PERSONAL INFORMATION.

By participating in the Contest, the entrant:

- a. grants to the Contest Sponsor the right to use his/her name, mailing address, telephone number, and email address (the "Personal Information") for the purpose of administering the Contest, including, but not limited to, contacting the Winner; and,

b. grants the Contest Sponsor the right to use his/her Personal Information for 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.

The Contest 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 Mackenzie Health Foundation's Privacy Policy available [here](#). This section does not limit any other consent(s) that an individual may provide the Contest Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

11. INTELLECTUAL PROPERTY.

All intellectual property, including but not limited to trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned by the Sponsors/Suppliers and/or their affiliates. 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. Ride for Mackenzie Health is a trademark of Mackenzie Health Foundation.

12. TERMINATION AND AMENDMENTS.

The Contest Sponsor reserves the right to cancel, amend, modify or terminate all or any portion of this Contest at any time for any reason without prior notice. The Contest Sponsor reserves the right to adjust any of the dates, timeframes and/or other Contest mechanics stipulated in these Contest Rules, to the extent necessary, for purposes of verifying compliance by any entrant or Entry with these Contest Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Contest Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Contest Rules, or for any other reason.

13. LAW.

These are the official Contest Rules. This Contest is subject to applicable federal, provincial and municipal laws and regulations. These 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 Contest Sponsor.

RIDE FOR MACKENZIE HEALTH

2023 SHOP 'TIL YOU DROP FUNDRAISING CONTEST

OFFICIAL CONTEST RULES (“Contest Rules” or “Rules”)

The Mackenzie Health Foundation Ride for Mackenzie Health 2023 Shop 'Til You Drop Fundraising Contest (herein referred to as the “Contest”) is intended to be conducted in Canada by Mackenzie Health Foundation (herein after referred to as the “Contest Sponsor” and Hillcrest Mall - Oxford Properties Group (herein after referred to as the “Prize Supplier”), and shall be construed and evaluated according to applicable Ontario law. The Contest is open to residents of Canada (excluding the province of Quebec), who are 18 years of age or older at the time of entry. Mackenzie Health Foundation employees are NOT ELIGIBLE to participate. Entry in this Contest constitutes each entrant’s acceptance of, and agreement to be legally bound by, these Contest Rules.

1. ELIGIBILITY.

a. To be eligible for this Contest, an individual must be a legal resident of Canada (excluding the province of Quebec) who is over the age of majority in his/her province/territory of residence. **(Children under the age of majority who registered to participate with written permission from a parent or guardian may be included in the contest.)** Employees of the Contest Sponsor are not eligible to participate in the Contest.

b. The Contest Sponsor 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 to the complete satisfaction of the Contest Sponsor may result in disqualification. All personal and other information requested by and supplied to the Contest Sponsor for the purpose of this Contest must be truthful, complete, accurate and in no way misleading. The Contest Sponsor reserves the right to disqualify any Entry or entrant in its sole discretion, should any Entry or entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

2. CONTEST PERIOD.

The Contest opens on May 31, 2023 at 12:01 AM EST and closes at 11:59 PM EST, on September 15, 2023 (the “Contest Period”).

3. HOW TO ENTER.

There is one (1) way to enter the Contest:

- a. To earn one (1) Entry (an “Entry”), you must be a 2023 Ride for Mackenzie Health registrant. Go to MHFRide.ca (the “Website”) and follow the on-screen instructions to register for Ride for Mackenzie Health – a cycling and fundraising event for Mackenzie Health. Once you have fully completed the registration form with all required information, follow the instructions to complete your registration (the “Registration”). To earn one (1) entry into the draw, you must raise a minimum of \$500 in support of Mackenzie Health Foundation’s Ride for Mackenzie Health event within the Contest Period. To be eligible for the Prize, the funds raised must be received online or manually inputted in your online Participant Centre at MHFRide.ca within the Contest Period.
- b. For online participants, an entrant may be required to provide the Contest Sponsor with proof that he/she is the authorized account holder of the e-mail address associated with the Entry in Question.
- c. Only one (1) e-mail address may be used for the purposes of this Contest entry. Unless otherwise directed by the Contest Sponsor, in its sole discretion, no communication or correspondence will be exchanged with entrants except the entrant selected as the potential Winner (as defined below).
- d. In the event of a dispute as to the identity of the person submitting an online Entry, the Contest Sponsor reserves the right, in its sole and absolute discretion, to deem the entrant to be the authorized account holder of the e-mail address associated with the entry. For the purpose of these Contest Rules, “authorized account holder” of an e-mail address is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Each entrant may be required to provide the Contest Sponsor with proof that the entrant is the authorized account holder of the e-mail address associated with the applicable entry.

4. PRIZE.

There will be one (1) prize available to be won. The Prize is subject to the following conditions, and can change at any time:

The **Prize** is a \$500 gift card to Hillcrest Mall, subject to the terms and conditions imposed by the issuer.

The Prize is subject to all of the terms and conditions as stated by the Prize Supplier. Shipped Prizes shall not be insured and neither the Contest Sponsor, Contest Supplier nor any of the

Released Parties (mentioned below) shall assume any liability for lost, damaged or misdirected Prizes. All bookings/confirmations must be made through the Contest Sponsor's designated representatives or as the Contest Sponsor may otherwise direct.

5. ELIGIBLE WINNER SELECTION.

One (1) Winner shall be selected as follows:

a. The odds of being selected as the potential Winner are dependent upon the number of eligible Entries submitted and received in accordance with these Contest Rules. On September 19, 2023 in Vaughan, ON (the "Draw Date"), a data pull for all eligible Entries will be completed and one (1) potential Winner will be selected by a random draw from all eligible Entries submitted and received in accordance with these Contest Rules.

b. Following the Draw Date, the Contest Sponsor or its representatives will make no less than three (3) attempts to contact the eligible Winner by phone and/or email, during the ten (10) day period (the "Contact Period") immediately following the Draw Date. Upon notification, the eligible Winner must respond by telephone and/or email to the contact provided in the notification, and the eligible Winner's response must be received by the Contest Sponsor by the required return date stipulated in such notification. If a potential Winner does not respond in accordance with these Contest Rules, they may be disqualified, at the sole and absolute discretion of the Contest Sponsor, in which event they will not receive the Prize and another potential Winner may be selected from the remaining eligible Entries, in the Contest Sponsor's sole discretion, whom the Contest Sponsor or its representatives will attempt to contact, and who must respond or will be subject to disqualification, in the same manner (adjusting timeframes, including the Contact Period, accordingly). Neither the Contest Sponsor, nor the Released Parties are responsible for the failure for any reason whatsoever of each eligible Winner to receive notification or for Contest Sponsor to receive each eligible Winner's response.

c. Before being declared the confirmed Winner, they will be required to answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question and comply with the Contest Rules. Without limiting the generality of the forgoing, the Contest Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law. No individual will be declared a Winner until the Contest Sponsor officially confirms s/he as a Winner in accordance with the Contest Rules.

6. RELEASE.

a. The Winner and his/her witness will be required to execute a legal agreement and release ("Release") that confirms the Winner's:

- eligibility for the Contest and compliance with these Contest Rules;
 - acceptance of the Prize as offered;
 - release of the Contest Sponsor and its respective parent companies, subsidiaries, affiliates, employees, directors, officers, unit-holders, Prize Suppliers, agents, sponsors and administrators (the “Released Parties”) from any and all liability for any loss, harm, damages, cost or expense arising out of participation in this Contest, participation in any Contest-related activity or the acceptance, use, or misuse of the Prize or any portion thereof, 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 there from; and
 - grant to the Contest Sponsor and Prize Supplier of the unrestricted right, in the Contest Sponsor’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, likeness, voice and biography, in any and all media now known or hereafter devised, in connection with the Contest and the promotion and exploitation thereof.
- b. The executed Release must be returned within five (5) business days of the verification as a Winner or the selected potential Winner may, in the sole discretion of the Contest Sponsor, be disqualified and the Prize be forfeited.

7. INDEMNIFICATION BY ENTRANT.

By entering this Contest, each entrant releases and holds Released Parties harmless from any and all liability for any injuries, loss or damage of any kind to the entrant, Released Party or any other person or entity, including, without limitation, 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 this Contest, any breach of these Contest Rules, or in any Prize-related activity. Each entrant agrees to fully indemnify the Released Parties from any and all claims by third parties relating to the Contest, without limitation.

8. LIMITATION OF LIABILITY.

a. The Released Parties assume no responsibility or liability for lost, late, misdirected or incomplete Entries, notifications, responses, replies requests or any Release, or for any telephone, hardware, software or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an Entry. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused 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. The Released Parties assume no responsibility for 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. The Released Parties are not responsible for any problems, failures or technical malfunction of any telephone network or lines on account of technical problems or otherwise.

b. The Released Parties are not responsible for any injury or damage caused to any entrant, person or entity relating to or resulting from participating or attempting to participate in the 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 the Prize or any portion thereof. The Released Parties 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 Contest Sponsor, such as infection by tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of this Contest.

9. CONDUCT.

By entering this Contest, each entrant agrees to be bound by these Contest Rules, posted at MHFRide.ca and available at Mackenzie Health Foundation, 303-955 Major Mackenzie Dr. W., Vaughan, ON L6A 4P9 throughout the Contest Period. Each entrant further agrees to be bound by the decisions of the Contest Sponsor, which shall be final and binding in all respects. The Contest Sponsor reserves the right, in its 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. acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE RELATED TO THE CONTEST OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE CONTEST SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.

10. PRIVACY & USE OF PERSONAL INFORMATION.

By participating in the Contest, the entrant:

- a. grants to the Contest Sponsor the right to use his/her name, mailing address, telephone number, and email address (the “Personal Information”) for the purpose of administering the Contest, including, but not limited to, contacting the Winner; and,
- b. grants the Contest Sponsor the right to use his/her Personal Information for 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.

The Contest 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 Mackenzie Health Foundation’s Privacy Policy, available [here](#). This section does not limit any other consent(s) that an individual may provide the Contest Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

11. INTELLECTUAL PROPERTY.

All intellectual property, including but not limited to trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned by the Sponsors/Suppliers and/or their affiliates. 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. Ride for Mackenzie Health is a trademark of Mackenzie Health Foundation.

12. TERMINATION AND AMENDMENTS.

The Contest Sponsor reserves the right to cancel, amend, modify or terminate all or any portion of this Contest at any time for any reason without prior notice. The Contest Sponsor reserves the right to adjust any of the dates, timeframes and/or other Contest mechanics stipulated in these Contest Rules, to the extent necessary, for purposes of verifying compliance by any entrant or Entry with these Contest Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Contest Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Contest Rules, or for any other reason.

13. LAW.

These are the official Contest Rules. This Contest is subject to applicable federal, provincial and municipal laws and regulations. These 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 Contest Sponsor.