

LACE UP TO END DIABETES
(Early Fundraiser Contest – FitBit Charge 5 fitness tracker)

**Official Contest Rules and
Regulations (“Rules”)**

The Lace Up to End Diabetes 2021 *Early Fundraiser Contest* – *download the Lace Up app and fundraise your first \$75 a chance to win a FitBit Charge 5* (the “Contest”) is sponsored by Diabetes Canada (“DIABETES CANADA”).

1. CONTEST PERIOD

The Contest will run from 12:00 am EST on May 15, 2023 to 11:59 pm on August 31, 2023 (“Contest Period”). All eligible entries must be received within the Contest Period.

2. ELIGIBILITY

Eligible entrants (“Entrants”) must be legal residents of Canada, except in Quebec, registered to participate in DIABETES CANADA’s Lace Up for Diabetes program. No (i) employee, officer, director or member of DIABETES CANADA, (ii) employee, officer or director of the prize supplier, advertising or promotional agencies; (iii) immediate family members of the individuals set out in (i) and (ii) above; and (iv) any person residing or domiciled with any individuals set out in (i), (ii), or (iii) above is eligible to enter the Contest.

3. HOW TO ENTER

No purchase necessary to enter or win.

To enter the Contest, (i) Entrants must be registered at laceup.diabetes.ca during the Contest Period; and (ii) fundraise \$75 or more by 11:59 pm on August 31, 2023, will enter for a chance to win a FitBit Charge 5 fitness tracker.

There is a limit of one entry per participant.

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

4. PRIZE(S)

All Entrants will be entered for a chance to win *a FitBit Charge 5 (valued at \$200)*.

The Prize is awarded “as is” with no warranty or guarantee, either express or implied, and cannot be exchanged for cash or other substitutes. The winners will be subject to all terms and conditions for use of the Prize as dictated by the Prize’s retail supplier. DIABETES CANADA is not responsible for any costs associated with assembly, usage, training or setup of the Prize. DIABETES CANADA reserves the right to change, substitute or cancel the Prize at any time, without notice.

5. WINNING

On September 5, 2023 at 11:00 AM EST at the DIABETES CANADA National Office, 1 winner’s name will be drawn from eligible entrants for the Prize(s). The winner will be contacted by phone and/or email by September

8, 2023. DIABETES CANADA reserves the right to modify this scheduling without prior notification.

Odds of winning either Prize depends on the number of eligible entries received during the Contest Period.

In order to be declared a winner, an Entrant must be in compliance with the Rules including, but not limited to, the following:

- a) A representative of DIABETES CANADA must be able to reach the potential winner by email or phone informing him/her that he/she is the potential winner, subject to them being in compliance with all the Rules. The potential winner is required to respond to the email or phone notification within 30 business days of the email being sent or phone call being made by DIABETES CANADA. Potential winners who are contacted by email will receive an email confirmation that their email response was received. If the potential winner is unreachable during this timeframe, another potential winner will be selected from the remaining eligible entries and the same selection procedure set out in this section will be followed. An e-mail notification that is returned to the DIABETES CANADA sender as undeliverable may result in the selected winner being disqualified and an alternate selection of a potential winner may be drawn.
- b) Each potential winner must correctly answer a mathematical skill-testing question administered by DIABETES CANADA or its agent by telephone within 30 business days of being contacted by DIABETES CANADA.
- c) Each winner must complete, sign and return a standard release and waiver form in favour of DIABETES CANADA, its affiliates and its directors, members, employees, officers, licensees, licensors and agents, and respective advertising and promotion entities and any person or entity associated with the production, judging, or administration of the Contest (collectively, the “**Releasees**”) within 30 business days from the date on which the form is sent to the winner.

If a potential winner does not meet the eligibility requirements or is not in compliance with the Rules, the Contest judges reserve the right to disqualify such Entrant from the Contest and randomly select further Entrants from the remaining eligible entries until a winner is finally declared. Entrants will not be individually contacted, except for the potential winners.

6. INDEMNITIES AND DISCLAIMERS

Entrants agrees to indemnify and hold DIABETES CANADA and its affiliates and its directors, members, employees, officers, licensees, licensors and agents, and respective advertising and promotion entities and any person or entity associated with the production, judging, or administration of the Contest (collectively, the “**Indemnitees**”) harmless from any and all claims, cause of action, damages, expenses, costs (including but not limited to reasonable attorneys', accounting and other professional fees) and liabilities (including settlements), brought or asserted by any third party against any of the Indemnitees due to or arising out of the Entrant’s entry in the Contest.

All Entrants agree to release and hold harmless the Releasees from and against any and all rights, claims and causes of action whatsoever that they may have, or which may arise, against any of them for any liability for any matter, cause or thing whatsoever, including but not limited to any injury, loss, damage, whether direct, compensatory, incidental or consequential, to person, including death and damage to property, arising in whole or in part, directly or indirectly, from their participation in the Contest or their acceptance, possession, use or misuse of the Prize. Each selected Entrant acknowledges that the Releases have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prize or the Contest. Apart from manufacturer warranties (which may not be available in all geographies), all warranties are hereby disclaimed.

If for any reason, in the opinion of DIABETES CANADA, in its sole discretion, the Contest is not capable of running as originally planned, or if the administration, security, fairness, integrity or the proper conduct of the

Contest is corrupted or adversely affected, DIABETES CANADA reserves the right to cancel, terminate, modify, amend, extend or suspend the Contest including canceling or modifying method of entry. THE DECISIONS OF DIABETES CANADA AND ANY CONTEST JUDGES ARE FINAL AND BINDING IN ALL MATTERS.

If there is any discrepancy between the terms and conditions of these Rules and disclosures or other statements contained in any Contest-related materials or communicated by an employee of DIABETES CANADA, the terms and conditions of these Rules shall prevail.

7. PROMOTION

The Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter or any other social media platform. You hereby agree to share your personal information with Diabetes Canada and not to any other party. The information provided will be used in conjunction with the following Privacy Policy found at www.diabetes.ca/privacy-policy.

8. PERSONAL INFORMATION

The Contest is subject to all applicable federal, provincial and municipal laws and regulations. Personal information collected from Entrants will be used by DIABETES CANADA for the purpose of administering this Contest and awarding the Prize. DIABETES CANADA will not sell, share or otherwise disclose personal information of Entrants with third parties, other than to third parties engaged by them to fulfill the above purposes or as permitted or required by law. By entering the Contest, Entrants consent to the manner of collection, use and disclosure of personal information as set out in the Privacy Policy at www.diabetes.ca/privacy-policy. Any inquiry concerning the personal information held by DIABETES CANADA and shared with any of the Prize suppliers should be addressed to **Privacy Officer, DIABETES CANADA at 1-800-226-8464 or through www.diabetes.ca/privacy-policy**.

9. INTELLECTUAL PROPERTY

All entries become the property of DIABETES CANADA and will not be returned.

All intellectual property, including but not limited to trade-marks, trade-names, logos, designs, promotional materials, web pages, source codes, drawings, illustrations, slogans and representations are owned by DIABETES CANADA. 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.

10. GOVERNING LAW

The Contest is governed by the laws of Ontario and the laws of Canada. Any dispute relating to the Contest shall be adjudicated in the courts located in Toronto, Ontario.