LACE UP TO END DIABETES Official Contest Rules and Regulations ("Rules")

The Lace Up to End Diabetes 2025 Make a Self-Donation Contest (the contest) – *join Lace Up and make a \$25 self-donation and receive receive one entry for a chance to win an Apple Watch (Apple Watch SE) (Valued at \$329.99)* (The "Contest") is sponsored by Canadian Diabetes Association operating as Diabetes Canada ("DIABETES CANADA"). By entering this Contest, all entrants agree to abide by and be bound by these Rules.

1. CONTEST PERIOD

The Contest will run from 12:00 am Eastern Time (ET) July 15 2025 to 11:59 pm ET July 31, 2025 unless suspended or cancelled earlier as set out herein (the "**Contest Period**"). All eligible entries must be received within the Contest Period.

2. ELIGIBILITY

Eligible entrants ("**Entrants**") must be legal residents of Canada, excluding residents of Quebec, and registered to participate in DIABETES CANADA's Lace Up to End Diabetes. No: (i) employee, officer, director or member of DIABETES CANADA; (ii) employee, officer or director of the prize supplier, or of the Contest advertising or promotional agencies; (iii) immediate family members of the individuals set out in (i) or (ii) above; or (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

Registered Entrants who make a \$25 or more self-donation at laceup.diabetes.ca during the Contest Period will be automatically entered in the Contest for a chance to win an Apple Watch (Apple Watch SE) (the "**Prize**").. No purchase necessary to enter or win. To obtain a Contest entry without completing a registration and/or without fundraising or making a donation, print your first name, last name, telephone number, complete mailing address (including postal code) and signature on a plain white piece of paper and mail it (in an envelope with sufficient Canadian postage) along with 50 word or more unique and original essay on the importance of generosity (collectively, the "No Purchase Entry") to: Diabetes Canada, 1000 – 170 University Ave., Toronto, ON M5H 3B3. In the event of a postal strike, please email a pdf of your No Purchase Entry to: Laceup@diabetes.ca.There is a limit of two Contest entries per Entrant.

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 any other method than 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. DIABETES CANADA reserves the right to disqualify, in its sole discretion, any person tampering with the entry process, the operation of the website, or who is otherwise in violation of these Rules.

4. PRIZE

One Prize consisting of an Apple Watch (Apple Watch SE) (valued at \$329.99) will be awarded. 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 winner 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

One winner will be selected as follows. On August 6, 2025 at 1:00 PM ET in the presence of two DIABETES

CANADA staff members, one winner's name will be randomly selected in a draw from eligible entries received duing the Contest Period. The selected winner will be contacted by phone and/or email by August 12, 2025. DIABETES CANADA reserves the right to modify this scheduling without prior notification.

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

In order to be declared a winner, a selected Entrant must be in compliance with these Rules and meet the following conditions:

- a) The selected Entrant will be notified by email or telephone of their selection. The selected Entrant will be required to acknowledge by phone, via email or in writing his or her receipt of the notification within 30 days of notification.
- **b)** The selected Entrant must correctly answer (unaided) a time limited mathematical skill-testing question administered by telephone by a representative of DIABETES CANADA or its agent within 30 days of being notifified by DIABETES CANADA.
- c) The selected Entrant, or the selected Entrant's guardian if the selected Entrant is under the age of majority, must complete, sign and return DIABETES CANADA's release and waiver within 30 days from the date such form is sent to the selected Entrant.

If DIABETES CANADA is unable to notify the selected Entrant of their selection or if the selected Entrant does not acknowledge receipt of notification as set out in paragraph a above, or if the selected Entrant does not meet the Contest conditions, another Entrant will be selected from the remaining eligible entries and the same selection procedure will be followed until a winner is finally declared. Entrants will not be individually contacted, except for selected Entrants.

6. RELEASE

By participating in this Contest, each participant agrees to release and hold harmless DIABETES CANADA its affiliates and each of their respective directors, officers, employees, members, agents, representatives, advertising, promotion and fulfillment agencies, legal advisors, licensors, licensees, and any person or entity associated with the production, judging, or administration of the Contest (the "**Releasees**") from any and all losses, damages, rights, claims (including claims by any third party against any of the Releasees relating to the participant's entry in the Contest), settlements, legal fees and causes of action of any kind for any liability for any matter, cause or thing whatsoever, including but not limited to any injury to person, including death, damage to property, loss and damage, whether direct, compensatory, incidental or consequential, 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 participant acknowledges that the Releasees 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. Further, the Releasees are not responsible for: (i) website, telephone, electronic, hardware or software program, access provider, server, network, Internet or computer malfunctions, failures, or difficulties of any kind; (ii) failed, incomplete, garbled or delayed entry information or computer transmissions or traffic or congestion on the Internet or at any website; (iii) any condition caused by events beyond the control of the Releasees that may cause this Contest to be disrupted or corrupted; and (iv) inaccurate entry information, whether caused by equipment, programming used in this Contest, human processing or otherwise, or any combination thereof.

7. GENERAL

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.

The Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter or any other social media platform.

8. PERSONAL INFORMATION

The Contest is subject to all applicable federal, provincial and municipal laws and regulations. Personal information collected from participants 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 participants 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, participants consent to the manner of collection, use and disclosure of personal information as set out in the Privacy Policy at <u>www.diabetes.ca/privacy-policy</u>. 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.