

## **DEFINING MOMENTS CANADA BOOK GIVEAWAY (the “Contest”) - CONTEST RULES**

THIS CONTEST IS ONLY OPEN TO CANADIAN RESIDENTS AND IS GOVERNED BY CANADIAN LAW.

NO PURCHASE NECESSARY. SEE BELOW FOR FULL CONTEST DETAILS. PARTICIPATION IN THIS CONTEST CONSTITUTES YOUR FULL AND UNCONDITIONAL ACCEPTANCE OF, AND AGREEMENT TO BE LEGALLY BOUND BY, THESE CONTEST RULES (THE “CONTEST RULES”).

### **CONTEST PERIOD**

- 1) The Contest begins on February 14, 2023 at 12:00 a.m. Eastern Standard Time (“EST”) and ends on March 8th, 2023 at 11:59 p.m. EST (the “Contest Period”).

### **ELIGIBILITY**

- 2) The Contest is open to all residents of Canada who have reached the age of majority in their province or territory of residence at the time of entry, except employees (and those with whom such employees are domiciled) of Defining Moments Canada (the “Sponsor”), its affiliated companies or agents, advertising and promotion agencies and the Contest judges.

### **HOW TO ENTER**

- 3) NO PURCHASE NECESSARY. To participate in this Contest you must:
  - a. During the Contest Period, execute the entry tasks to be eligible to win (the “Tasks”)
  - b. Comply with Instagram Terms of Service and Instagram Rules available at [www.instagram.com](http://www.instagram.com).
  - c. Comply with Twitter Terms of Service and Twitter Rules available at [www.twitter.com](http://www.twitter.com).
  - d. Comply with Facebook Terms of Service and Facebook Rules available at [www.facebook.com](http://www.facebook.com).
  - e. Comply with Defining Moments Canada Terms and Conditions available at [www.Defining Moments Canada.ca](http://www.Defining Moments Canada.ca)
- 4) During the Contest Period, complete the tasks listed listed below to collect points (each point, an “Entry”, multiple points are “Entries”):
  - a. Instagram:
    - i. Follow @Moments\_Canada on Instagram (1 entry)
    - ii. Tag your friends in a comment (each tag = 1 entry)
    - iii. Comment which Bundle you want (1 entry)
    - iv. Share the contest post to your stories and tag @Moments\_Canada (1 entry)
  - b. Facebook:
    - i. Follow @Moments\_Canada on Facebook (1 entry)

- ii. Tag your friends in a comment (each tag = 1 entry)
- iii. Comment which Bundle you want (1 entry)
- c. Twitter:
  - i. Follow @Moments\_Canada on Twitter (1 entry)
  - ii. Tag your friends in a comment (each tag = 1 entry)
  - iii. Reply with which Bundle you want (1 entry)

- 4) Your Entries must comply with the following specifications (the “Entry Specifications”):
- a. not violate the rights of any third party, including, but not limited to copyright. For example, your Entry must not defame, infringe or violate publicity or privacy rights of any person, living or deceased, or otherwise infringe upon any person's, entity's or organization's personal or proprietary rights, including but not limited to, intellectual property rights;
  - b. be in “good taste” and in keeping with the Sponsor’s brand image and must not be explicit, offensive, obscene, or profane, and must not be derogatory toward any ethnicity, race, gender, sexual orientation, religion, profession, or age group, or promote any activities that may be unsafe or dangerous, as determined by the Sponsor, in its sole and absolute discretion;
  - c. not defame, misrepresent or contain disparaging remarks about Sponsor or its products;
  - d. not be false, inaccurate or misleading;
  - e. not violate any law or regulation;
  - f. not be libelous, threatening or harassing;
  - g. not instigate others to commit illegal activities or violate human rights; and
  - h. not contain any viruses, worms, or other interfering computer programming.

6) You can only use one (1) Account to participate in the Contest. If it is discovered that you attempted to enter more than once during the Contest Period, then all your Entries will be void. Use of any automated system to submit Entries is prohibited and will result in disqualification.

BY SUBMITTING AN ENTRY, YOU ACKNOWLEDGE THAT YOUR ENTRY (INCLUDING YOUR USERNAME AND PROFILE PICTURE) MAY BE POSTED ON INSTAGRAM,, FACEBOOK AND/OR SPONSOR’S PROPRIETARY WEBSITE, WHERE IT MAY BE VIEWED, SHARED (BY USERS OF INSTAGRAM AND VARIOUS OTHER INTERNET-BASED SITES) AND COMMENTED ON BY THE SPONSOR AND THE GENERAL PUBLIC.

### **DRAW AND WINNER SELECTION**

6) Each entrant shall be eligible to win only one (1) prize. Any remaining entries will not be carried over for entry in the next Contest. On Friday, March 10, 2023, in Toronto, Ontario, the three (3) eligible entrants with the most Entries will be selected from all eligible entries received during the Contest Period. The odds of winning depend on the number of eligible entries received.

7) Entrants that have the same amount of entries will be entered into a draw and randomly selected.

8) Winners will be notified on the respective platforms that they have won their chosen bundle.

If the selected entrant (i) does not respond within five (5) business days of notification, or there is a return of any prior notification as undeliverable; he/she will be disqualified and will not receive a prize and another entrant may be selected (as determined by Defining Moments Canada in its sole discretion) until such time as an entrant satisfies the terms set out herein. The Sponsors are not responsible for the failure for any reason whatsoever of a selected entrant to receive notification or for the Sponsors to receive a selected entrant's response.

## **PRIZES**

8) Grand Prize: There will be three (3) book bundles available to be won, consisting of books valued at different amounts (total approximate retail value of each prize \$100 (CDN)) ("Grand Prize").

Prizes must be accepted as awarded and are not transferable or convertible to cash. No substitutions except at Sponsor's option. Sponsor reserves the right to substitute a prize or a prize component with one of equal or greater value, including without limitation, but solely in the Sponsor's discretion, a cash award. Prizes will only be awarded to the person who is the owner of the Account.

## **GENERAL**

9) By entering the Contest, each entrant agrees to abide by these Contest Rules. This Contest is subject to all applicable federal, provincial and municipal laws. Void where prohibited by law. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all entrants without right of appeal.

10) Sponsor reserves the right to cancel, suspend, withdraw or amend this Contest in any way, without prior notice or obligation, in the event of an error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure or any other cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Contest Rules. Any attempt to deliberately undermine the legitimate operation of this Contest is a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.

11) You must warrant that your Entry meets the Entry Specifications, set out above. Sponsor reserves the right to deem ineligible and exclude from the Contest any Entry that Sponsor, in its sole and absolute discretion, determines does not meet the Entry Specifications. Your right submit an Entry must not be restricted in any way. You must be able to provide legal releases for use of your Entry by Sponsor in any format, and materials related to the Contest, including in

relation to any third party's name, likenesses or work ("Third Party Elements") included in your Entry.

12) Sponsor's right to use your Entry: You acknowledge that your Entry may appear in other electronic and print materials related to the Contest, including promotional materials. By running a Entry, you irrevocably, perpetually, and without limitation, grant Sponsor the right to use, publish, adapt, sub-license, edit, dispose of, and/or modify such Entry and the concepts and Third Party Elements embodied therein in any way, in commerce, and in any and all media worldwide in electronic and print materials related to the Contest, and waive all your rights, including moral rights, in the Entry, without notice or compensation, and agree that you may be required to sign a release to that effect.

13) All Entries are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to - 4 - the Sponsor – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual's eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Entry entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with these Rules. Failure to provide such proof to the satisfaction of the Sponsor in a timely manner may result in disqualification in the sole and absolute discretion of the Sponsor. The sole determinant of the time for the purposes of a valid Entry in this Contest will be the Contest server machine(s).

14) By entering the Contest, each entrant: (i) without limiting the Instagram, Facebook and Twitter Terms of Service grants to the Sponsor, in perpetuity, a non-exclusive license to publish, display, reproduce, modify, edit or otherwise use his/her Entry, in whole or in part, for advertising or promoting the Contest or for any other reason; (ii) waives all moral rights in and to his/her Entry in favour of the Sponsor; and (iii) agrees to release and hold harmless the Contest Parties and each of their respective agents, employees, directors, successors, and assigns (collectively, the "Released Parties") from and against 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 Entry. For greater certainty and the avoidance of any doubt, the Sponsor reserves the right, in its sole and absolute discretion and at any time, to modify, edit or disqualify any Entry if a complaint is received with respect to the Entry, or for any other reason. If such an action is necessary at any point, then the Sponsor reserves the right, in its sole and absolute discretion, to disqualify the Entry (and corresponding Entries) and/or the associated entrant. If the Sponsor determines, in its sole and absolute discretion, that any Entry does not comply with these Rules for any reason at any time, then the Sponsor reserves the right, in its sole and absolute discretion, to disqualify the Entry (and corresponding Entries) and/or the associated entrant.

15) Any attempt or suspected attempt to use robotic, automatic, programmed, or otherwise, illicit means to enter the Contest, or any other methods not authorized by these Contest Rules shall

be deemed as tampering and may disqualify you from entering, participating, winning prizes (defined herein), and preclude you from participating in future contests and promotions, at the sole discretion of Sponsor. Entries that are late, lost, stolen, illegible, contain false information, are damaged, misdirected, mutilated, garbled or incomplete, altered or otherwise irregular or that do not conform with or satisfy any or all of the conditions these rules will be judged void. All Entries become the property of Sponsor upon receipt and none will be returned. Proof of transmission (screenshots or captures, etc.) does not constitute proof of receipt.

16) Without limitation, the Sponsor, its advertising and promotion agencies and the Contest judges will not be liable for any failure of the website during the Contest; for a technical malfunction or other problems relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; for the failure of any Entry to be received by the Sponsor, its advertising and promotion agencies or the Contest judges for any reason including, but not limited to, technical problems or traffic congestion on the Internet or at any website; or any combination of the above. Further, the Sponsor, its advertising and promotion agencies and the Contest judges will not be liable for any injury or damage to an entrant's or any other person's computer related to or resulting from participating or downloading any material in the Contest.

17) In the event of a dispute, Entries will be deemed to have been submitted by the authorized account holder of the account submitted at the time of entry. "Authorized account holder" is defined as the person who is assigned an email address by an internet provider, online service provider, or other organization (e.g. business, educational institute, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. If the identity of an online entrant is disputed, the authorized account holder associated with the email account at the time of entry will be deemed to be the entrant. A selected entrant may be required to provide proof that he/she is the authorized account holder of the email address associated with the selected Entry. The sole determinant of the time for the purposes of a valid online Entry in this Contest will be the Contest server machine(s).

18) Your use of Instagram, Facebook or Twitter is subject to the Privacy Policy of the respective platforms, available at their respective websites.

19) Contest is in no way sponsored, endorsed, or administered by, or in association with, Instagram, Facebook or Twitter. Any questions or comments regarding the Contest should be directed to the Sponsor.