

United Way Greater Toronto ClimbUP Contest Rules (“Rules”)

1. WELCOME

The United Greater Toronto (UWGT) ClimbUP Contest (“Contest”) is sponsored by United Way Greater Toronto, 26 Wellington Street East, 12th Fl., Toronto, ON M5E 1S2 (“Sponsor”). The Contest is administered by the Sponsor.

2. CONTEST PERIOD(S) AND ENTRY PERIOD(S)

The Contest begins on July 5, 2024 at 12:01 AM (EDT) and ends on November 22, 2024 at 5:00 PM (EDT) (the “Contest Period”). Entries will be accepted until November 22, 2024 at 5:00 PM (EDT).

3. ELIGIBILITY

To enter the Contest and be eligible to win, an individual “Entrant” must: (i) be a legal resident of Canada (excluding residents of Quebec), (ii) have reached the age of majority in their province or territory of residence at the time of entry.

Employees and their parents, siblings and children, and individuals domiciled with an employee of UWGT, its agents, parent, affiliated or related companies, subsidiaries, divisions, prize sponsors, and promotional and advertising agencies and administrators, are ineligible to enter as Entrants.

4. HOW TO ENTER

To enter the Contest, visit and register to participate in the United Way ClimbUP 2024. You will not receive any Entry or Entries for the act of completing your registration. Once you have fundraised \$100 CAD, you will receive one (1) Entry into the Contest. For every additional \$100 CAD you fundraise by 5:00 PM (EDT) November 22, 2024, you receive an additional one (1) Entry into the Contest.

No Purchase Necessary to enter or win.

To obtain one (1) Entry in the Contest without registering to participate in United Way ClimbUP, you must be a legal resident of Canada, excluding Quebec, over the age of majority in your province/territory of residence and must print your first name, last name, telephone number, complete mailing address (including postal code), age and signature on a plain white piece of paper and mail it (in an envelope with sufficient postage) along with a unique and original 100 word essay on the importance of supporting United Way Greater Toronto: United Way Greater Toronto, ATTN: Events, 26 Wellington Street East, 12th Fl., Toronto, M5E 1S2. Upon receipt of your request in accordance with these Rules, you will receive one (1) Entry in the Contest. To be eligible, your Request must: (i) be sent and received separately in an envelope bearing sufficient postage (i.e. multiple requests in the same envelope will be void); and (ii) be post-marked during the Contest Period and received by no later than 5:00 PM EST on November 22, 2024. The Releasees (defined below) take no responsibility for any lost, stolen, delayed, illegible, damaged, misdirected, late or destroyed Requests (all of which are void).

5. ENTRY LIMITS

There is no limit to the number of Entries per Entrant in the Contest.

6. HOW TO WIN/HOW TO PLAY / HOW WINNERS ARE SELECTED/PRIZES ARE AWARDED

The odds of being selected as a potential winner of a Contest prize is dependent upon the number of eligible Entries submitted and received in accordance with these Rules. Each Contest Entrant is only eligible to win one (1) Contest Prize item.

The Contest will include the following three Contest Prize Draws:

- **The Early Bird Draw**, which will be held on December 10, 2024. Only Entries received by August 30, 2024 at 11:59 PM (EDT) will be included in the Early Bird Draw;
- **The Grand Prize Draw**, which will be held on December 10, 2024. Only Entries received by November 22, 2024 at 9:00 AM (EDT) will be included in the Grand Prize Draw.
- **The General Prize Draw**, which will be held on December 10, 2024. Only Entries received by November 22, 2024 at 9:00 AM (EDT) will be included in the General Prize Draw.

Potential winners will be selected by a video recorded random draw through the Sponsor's data pull from all eligible Entries. After each Contest Prize Draw, the Sponsor will contact the potential winners via the email address provided in their Entry ("Notice").

To be declared a Winner, the potential winner will have seven (7) days from the date of The Sponsor's Notice to: (i) correctly answer a mathematical skill-testing question and (ii) sign and return to the Sponsor a Declaration and Release that includes but is not limited to: (a) acceptance of Prize; (b) release the Sponsor of liability; and (c) acknowledge compliance with the Rules.

7. PRIZES

The following prizes are available to be won (the "Prizes"; each individual item, a "Prize"):

Early Bird Draw Prizes

- One (1) Apple Watch Series 9; valued at \$549

Grand Prize Draw Prizes

- One (1) Grand Prize \$5,000 Vacation Voucher for redtag.ca; valued at \$5,000ⁱ

General Prize Draw Prizes

- Five (5) MIDO watches; valued at \$1,500 each
- One (1) 407 ETR rides for a year; valued at \$4,758ⁱⁱ
- Five (5) 407 ETR \$50 gift cardsⁱⁱⁱ
- One (1) Dean Davidson Signature Pavé Knockout Pendant; valued at \$195
- One (1) pair of Dean Davidson Signature Pavé Knockout Studs; valued at \$195
- Five (5) CN Tower Family Passes; valued at \$90 each^{iv}
- One (1) Corbin Catering & Foods Charcuterie Gift Set; valued at \$150
- Two (2) Steam Whistle Brewing Prize Packs; valued at \$90 each

8. PRIZE SUBSTITUTION AND CONDITIONS

Prizes must be accepted as awarded without substitution and is non-transferable. The Prize has no cash-surrender value. The Sponsor reserves the right, in its sole discretion, in the event that the Prize or any component of any Prize cannot be awarded as described for any reason, to substitute and/or modify the Prize or component of Prize with (a) prize(s) of equal or greater value, without liability.

A Winner must claim their Prize by no later than thirty (30) days after they were declared a Winner. Any unclaimed Prize will be forfeited.

All incidental costs and expenses not specifically referred to herein as part of the prize description (the "Expenses") are the sole responsibility of the prize winner and/or guest(s), where applicable. All prize elements are subject to availability and substitution. The winner shall not seek reimbursement for the Expenses from the Sponsors.

9. ENTRY VERIFICATION AND CONDITIONS

All Entries are subject to verification. Proof of submission does not constitute proof of receipt. All Entries that are incomplete, illegible, damaged, irregular, have been submitted through illicit means, or do not conform to or satisfy any condition of the Rules may be disqualified by the Sponsor. Sponsor takes no responsibility for lost, stolen, delayed, damaged, misdirected, late or destroyed Entries, typographical or other production errors, or any errors or omissions in printing or advertising related to this Contest.

If the identity of an Entrant is disputed, the authorized account holder associated with the registration at the time of Entry will be deemed to be the Entrant. An Entrant may be required to provide proof that he/she is the authorized account holder associated with the Entry.

Any attempt by any Entrant, to obtain more than the stated maximum number of Entries (if any) by using multiple/different names, email addresses, accounts, identities, registrations and logins, or any other methods, or has entered or participated in any fashion not sanctioned by these Rules will void that individual's Entry and eligibility to win the Prize and that individual will be disqualified from the Contest and, at the sole discretion of the Sponsor, any of the Sponsor's other promotions.

By participating in this Contest, each Entrant agrees to be bound by these Rules and by the interpretation of these Rules by the Sponsor, and further warrants and represents that their Entry:

- (a) prominently and accurately depicts Entrant;
- (b) does not violate any law, statute, ordinance or regulation;
- (c) does not contain any reference to or likeness of any identifiable third parties, unless consent has been obtained from all such individuals and their parent/legal guardian if they are under the age of majority in their jurisdiction of residence;
- (d) will not give rise to any claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party, or give rise to any claims for payment whatsoever; and
- (e) is not defamatory, libelous, pornographic, offensive or obscene, and further that it will not contain, depict, include, discuss or involve, without limitation, any of the following:
 - (i) nudity;

- (ii) explicit, graphic or excessive sexual activity;
- (iii) crude, vulgar or offensive language and/or symbols;
- (iv) derogatory characterizations of any ethnic, racial, sexual or religious groups;
- (v) content that endorses, condones or discusses any illegal, inappropriate or risky activity, behavior or conduct;
- (vi) personal information of individuals, including without limitation, names and addresses (physical or email);
- (vii) conduct or other activities in violation of these Rules;
- (viii) commercial messages, comparisons or solicitations for products or services other than those of the Sponsor;
- (ix) any identifiable third-party products and/or trade-marks, brands or logos, unless the necessary permissions/licenses have been obtained; and
- (x) any other content that is or could be considered inappropriate, unsuitable or offensive, all as determined by the Sponsor in its sole discretion.

10. LICENCE ASSIGNMENT

By entering this Contest and submitting an Entry, Entrants (i) grant to Sponsor in perpetuity, a non-exclusive licence to publish, display, reproduce, modify, edit or otherwise use the Entry, in whole or in part, for the Contest and for advertising and promotion; and (ii) waive all moral rights in and to the Entry in favour of the Sponsor.

11. CONTEST RELEASE

By entering the Contest, Entrants agree to forever release, discharge and hold harmless United Way Greater Toronto, and its parent, related or affiliated companies, affiliates, subsidiaries, their advertising and promotional agencies and their respective officers, directors, employees, partners, representatives, successors, assigns and agents (the "Releasees"), from any and all damages, injuries, death, loss, or liability to person or property, due in whole or in part, whether directly or indirectly, by (a) entering and participating in the Contest, including any part related to the Contest, (b) the acceptance, possession, participation, use or misuse of the Prize, including travel to and from any Contest-related event, and (c) any claims based on personality, privacy rights or defamation. By participating, Entrants agree to be bound by these Rules, including all eligibility requirements, and to the decisions of United Way Greater Toronto whose decisions are final and binding in all respects. Failure to comply with these Rules may result in disqualification from the Contest.

No responsibility or liability is assumed for any computer, telephone, cable, network, satellite, electronic or hardware or software malfunctions, failures, connections, traffic congestion, labour unrest, or unauthorized human intervention, or the incorrect or inaccurate capture of entry or other information, or the failure to capture any such information.

12. PRIZE RELEASE

If an Entrant wins a Prize and accepts the Prize, such acceptance shall mean full satisfaction of the entitlement as an Entrant and winner in the Contest and the Entrant fully discharges and forever releases the Releasees, of and from any and all claims, demands, losses, damages, actions or causes of action whatsoever, whether known or unknown, whether at law or in equity which they or their heirs, executors, administrators, successors or assigns may now or hereafter have against any of the Releasees in connection with the Prizes.

The Entrant also acknowledges, without limiting the generality of the foregoing, that the Releasees will not be responsible for any injury, accident, death or dismemberment, or any other loss, damage or expense in connection with the participation in the Prizes including, without limitation, in respect of any medical care or treatment that the Releasees, or any person authorized by any of them, may administer to the Entrant in the event of injury or illness during the Entrant's participation in the Prizes. The Entrant also acknowledges that none of the Releasees has offered any warranty or guarantee respecting the Prizes. Further, the Entrant assumes all responsibility and liability for any loss, injury or damage to any persons or property, which results from the Entrants actions or omissions, whether negligent or otherwise, in connection with the Prizes.

13. LIMITATION OF LIABILITY

By entering this Contest , each Entrant accepts and agrees to these Rules and the decisions of the Sponsor, which shall be final.

The Sponsor accepts no responsibility for loss, damage or claims caused by or resulting from the Contest or acceptance of the Prize. The Sponsor will not be responsible for late, lost, illegible, incomplete, falsified or destroyed Entries and all such Entries are void. Entries that have been falsified, tampered with or altered are void. The Sponsor does not assume any responsibility for incorrect or inaccurate capture of entry information, technical malfunctions, human or technical error, printing errors, lost, delayed or garbled data or transmissions, omission, interruption, deletion, defect or failures of any telephone or computer lines or networks, computer equipment, software or any combination thereof.

The Sponsor will not be responsible for mail, telephone, technical, network, online, electronic, computer hardware or software interruptions or failures of any kind, misdirected, stolen, incomplete, incomprehensible or delayed Internet/e-mail computer transmissions on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to a participant's or any other person's computer relating to or resulting from participation or downloading any materials in this Contest.

The Sponsor extends absolutely no representations or warranties in respect of any Prizes and accepts no liability arising in respect of such Prizes or in the use thereof.

14. TAX INFORMATION

Prizes may be subject to statutory tax withholding and remittance obligations under applicable law. All federal, provincial, local, and other taxes on the Prize, if any, are the sole responsibility of the Winner.

15. RIGHT TO TERMINATE OR MODIFY

The Sponsor reserves the right to terminate or suspend this Contest or to amend the Rules at any time and in any way, without prior notice. Without limiting the foregoing, if, for any reason, the Contest is not capable of running as planned or if the administration, security, fairness, integrity, or proper conduct of the Contest is corrupted or adversely affected, including without limitation by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes, the Sponsor reserves the right to cancel, terminate, modify or suspend the Contest, including without limitation the cancellation of any method of entry or the extension or modification of the Contest start and end dates. In such circumstances, the Sponsor reserves the right to randomly select a winner from previously received eligible Entries by the end of the Contest Period. The Sponsor shall not be held responsible for any problems, errors or negligence that may arise or occur in connection with the Contest.

16. LEGAL WARNING

Any attempt by any individual, whether or not an Entrant, to damage, destroy, tamper or vandalize the website or otherwise interfere with the operation of this Contest, is a violation of criminal and civil law and the Sponsor reserves the right to seek damages and diligently pursue all remedies in this regard against any offending individual or entity to the fullest extent permissible by law.

17. LAWS/JURISDICTION

These are the official Rules. This Contest is subject to federal, provincial/territorial and municipal laws and regulations. All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of Entrants and the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the Province of Ontario, as applicable, without giving effect to its conflict of law rules and provisions. These Rules are subject to change without notice in order to comply with any applicable federal, provincial/territorial and municipal laws or the policy of any other entity having jurisdiction over the Sponsor.

18. LANGUAGE

In the event of any discrepancy or inconsistency between the English language version and the French language version of these Rules or any Contest materials, the English version shall prevail and govern.

19. PRIVACY

United Way Greater Toronto respects your privacy. Personal information collected from Entrants will only be used by United Way Greater Toronto to administer this Contest. Please see <https://www.unitedwaygt.org/privacy-policy> to learn about United Way Greater Toronto's privacy practices.

20. PUBLICITY

By participating in this Contest, each Entrant consents to the use of his/her name, address (city and province/state), likeness, biographical information, photograph, video recording, voice, statements and Entry information including their registration submission, without further remuneration, in connection with any publicity carried out by or on behalf of the Sponsor, for advertising and/or publicity purposes in

any and all media (now or hereafter known) throughout the world, in perpetuity without compensation, notification, or permission, unless otherwise prohibited by law.

If an individual other than the Entrant appears in the submitted registration, the Entrant must provide Sponsor with the name(s), complete address(es) and email of the individual(s) so that Sponsor may secure from such individual(s) an appropriate signed Undertaking and Release prior to the posting of the “Photo” for any publicity carried out by or on behalf of Sponsor with respect to the Contest.

ⁱ redtag.ca is giving away a \$5000 travel voucher to turn your vacation dreams into reality! Use it on anything from all-inclusive packages to flights, hotels, car rentals, and cruises. Imagine exploring Europe’s iconic sites with your family, enjoying non-stop entertainment in Las Vegas, or escaping to tropical paradises like Mexico, Cuba, and Jamaica. Experience the unparalleled magic that only a perfect vacation with redtag.ca can bring!

ⁱⁱ 12 months of free travel on Highway 407 ETR – Valid for one licence plate for personal travel. This certificate is only valid for travel on Highway 407 ETR (QEW in Burlington to Brock Road in Pickering. Travel on the provincially-owned Highway 407 (east of Brock Road does not apply). Terms and conditions apply.

ⁱⁱⁱ \$50 towards travel on Highway 407 ETR, redeemable through 407 ETR my account and only valid for travel on Highway 407 ETR (QEW in Burlington to Brock Road in Pickering. Travel on the provincially-owned Highway 407 east of Brock Road does not apply). Terms and conditions apply.

^{iv} Donated by CN Tower | La Tour CN, each Timed General Admission CN Tower Family Pass includes entry for two adults (age 14+) and a maximum of two children (aged three to five) or two youth (aged six-13). Discover spectacular views from the observation levels, including SkyPod located a thrilling 447 m (1,465 ft.) high above the city. Valued at \$90 each.