

## 2024 HearingLife Canada Photo Booth at the Canadian Western Agribition – HearingLife Contest Rules (the “**Contest Rules**”)

### NO PURCHASE NECESSARY

This contest is sponsored by HearingLife Canada Ltd. (the “**Contest Sponsor**”). The contest starts at 12:00:01 a.m. E.T. on November 25, 2024 and ends at 11:59:59 p.m. E.T. on November 30, 2024 (the “**Contest Closing Date**”, together the “**Contest Period**”).

### 1. Eligibility

This contest is open to all legal residents of Canada, excluding Quebec, who have reached the age of majority in the province or territory in which they reside at time of entry. Employees, agents and representatives of the Contest Sponsor, its advertising and promotional agencies, or a member of any such employee’s immediate family (regardless of where they live) or a person with whom any such person is domiciled (whether related to the employee or not) are not eligible to enter this contest. In these Contest Rules, “**immediate family**” includes mother, father, brothers, sisters, sons, daughters, partner or spouse.

### 2. Entry

a) To enter either: (1) Receive an entry ballot by taking a photo at the HearingLife photo booth at the 2024 Canadian Western Agribition and submit your contact details to HearingLife as instructed by the Contest Sponsor in its promotion, advertisement, signage, social media or any other form of communication regarding the contest (the “**Instructions**”); or (2) Receive an entry ballot by sending an email to the Contest Sponsor at contest@hearinglife.ca with the name of the contest in the subject line and in the body indicate your name, email address, mailing address and daytime telephone number where you may be reached and request an entry ballot, and you will automatically receive one no purchase entry into the contest. Each email entry must be received no later than at least one calendar day prior to the Contest Closing Date.

b) The Contest Sponsor will not be responsible for late, delayed, misdirected, lost or incomplete entries. By entering the contest, entrants accept and agree to be bound by the Contest Rules set out herein, and accept the decisions of the Contest Sponsor are final and binding, without right of appeal, in all respects, including without limitation, as to eligibility and/or disqualification of entries. All information obtained for this contest will be used for the purpose of conducting the contest. Entries that are incomplete, irregular, have been submitted through illicit means, or do not conform to or satisfy any condition of these Contest Rules shall be disqualified.

c) All entries are subject to verification at any time and for any reason. The Contest Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and eligibility (in a form acceptable to the Contest 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 or other information entered (or purportedly entered) for the purposes of this contest; and (iii) for any other reason the Contest 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 complete satisfaction of the Contest Sponsor within the timeline specified by the Contest Sponsor may result in disqualification in the sole and absolute discretion of the Contest Sponsor. The sole determinant of the time for the purposes of this contest will be the Contest Sponsor's official clock.

### **3.Prize**

- a) There is a total of one (1) prize consisting of a 25L Chilly Ice Box Cooler from Chilly Moose available to be won (the "**Prize**"). The total approximate retail value of the Prize is \$250.
- b) The Prize must be accepted as awarded, is non-refundable and non-transferable assignable or convertible to cash (except as may be specifically permitted by the Contest Sponsor in accordance with the Contest Rules or in its sole and absolute discretion). No substitutions except at Contest Sponsor's option. Contest Sponsor reserves the right, in its sole and absolute discretion, to substitute the Prize or a component thereof with an alternate cash or other award of equal or greater retail value.

### **4.Draw**

- a) A random draw for the Prize will be conducted by the Contest Sponsor on December 6th, 2024 from all eligible entries received by the Contest Closing Date. Odds of being selected depend upon the total number of eligible entries received.
- b) The selected entrant will be contacted by e-mail, or telephone within three (3) business days of the draw date. If the selected entrant cannot be contacted within three (3) business days, he or she will be disqualified and will forfeit all rights to the Prize, and a new random draw from the remaining eligible entries may, in the sole and absolute discretion of the Contest Sponsor and time permitting, be conducted to select another eligible entry, (in which case the foregoing provisions of this section shall apply to such newly selected entrant).
- c) If applicable, before being declared a confirmed winner, the selected entrant must first correctly answer without assistance of any kind, whether mechanical or otherwise, a mathematical skill-testing question within three (3) business days of Prize notification.
- d) Declining the Prize, failing to be eligible to win the Prize, failing to answer the mathematical skill-testing question correctly if applicable, or otherwise failing to comply with these Contest Rules, will cause the Prize to be forfeited and the Contest Sponsor reserves the right in its sole and absolute discretion and time permitting to conduct a new random draw from the remaining eligible entries to select another eligible entry, in which case the foregoing provisions of this Section shall apply to such newly selected entrant.

### **5.General**

- a) This contest is subject to all applicable federal, provincial and municipal laws and regulations.

b) All decisions of the Contest Sponsor are final and the Contest Sponsor shall not be held responsible for any accident, negligence, printing, administrative or other errors that may arise or occur in connection with the contest, and with no obligation or liability, subject to applicable law.

c) Unless otherwise provided for in these Contest Rules, each participant hereby consents to the collection, use and disclosure by the Contest Sponsor of the participant's personal information for the purposes of conducting this contest in accordance with the Contest Sponsor's privacy policy available on the Contest Sponsor's website and these Contest Rules. Subject to applicable laws, including Canada's anti-spam legislation, each participant consents to receiving marketing and promotional emails by the Contest Sponsor. This section does not limit any other consents that an individual may provide the Contest Sponsor or others in relation to the collection, use and disclosure of their personal information. Each participant will obtain the prior written consent of any Transferee (as defined above in Section 3.b) of these Contest Rules.

d) ANYONE DEEMED BY THE CONTEST SPONSOR TO BE IN VIOLATION OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE CONTEST SPONSOR AT ANY TIME.

e) No correspondence will be entered into except with selected entrant. By entering this contest, the entrant consents to and grants to, the Contest Sponsor a non-exclusive license to the use of his or her name, city of residence, comments, video image, voice, photograph and/or other likeness in any publicity or advertisement carried out by or on behalf of the Contest Sponsor in connection with this contest in any manner or medium whatsoever, including print, broadcast or the internet without further notification or compensation, and further the entrant hereby assigns to and waives in favour of the Contest Sponsor any and all intellectual property rights, including moral rights, in any such publicity or advertisement.

f) By accepting the Prize, the winner releases and agrees to release, indemnify, and forever discharge hold the Contest Sponsor, and its affiliates, officers, directors, employees, agents, representatives, contractors, sub-contractors, consultants, advertising and promotional agencies, and their respective officers, directors, shareholders and employees, and the any independent judging panel ("**Releasees**"), harmless from, and waive as against the Releasees, all recourses, losses or damages including any consequential losses or damages, actions, causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, claims and demands whatsoever including, without limitation, any claim based on the loss of ability to earn income, claims for injury, death, illness, delay or cancellation arising out of the Prize (hereinafter collectively referred to as "**Claims**"), which I now have or hereafter can, shall or may have for or by reason of or in any way arising out of this contest including, without limitation, any Claims arising out of my subsequent use/misuse of the Prize, whether such Claims arise in contract, by reason of negligence, or by reason of breach of duty raised by statute or in any other manner whatsoever.

g) All entries become the property of the Contest Sponsor upon receipt and will not be returned. Each entrant hereby consents to and grants to the Contest Sponsor a non-exclusive license to publish, display, reproduce, modify or copy any submissions made by the entrants for this contest, and further assigns to and waives in favour of the Contest Sponsor any intellectual property rights, including moral rights, in any such contest submissions.

h) The Contest Sponsor will not be liable for: (i) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (ii) the failure of any entry or other information to be received, captured or recorded for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the internet or at any website; (iii) any injury or damage to an entrant's or any other person's computer or other device related to or resulting from participating in the contest; and/or (iv) any combination of the above.

i) In the event of a dispute regarding who submitted an entry, the Contest Sponsor reserves the right, in its sole and absolute discretion, to deem the entry to have been submitted by the authorized account holder of the email address 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. An entrant may be required to provide proof (in a form acceptable to the Contest Sponsor - including, without limitation, government issued photo identification) that he/she is the authorized account holder of the email address associated with the entry in question.

j) The Contest Sponsor reserves the right to suspend, cancel or modify the contest at any time if it determines that for any reason the contest cannot be run as originally planned or any other occurrence compromising the fairness or integrity of the contest. Any attempt to deliberately damage or to undermine the legitimate operation of this contest in any way (as determined by Contest Sponsor in its sole and absolute discretion) is a violation of criminal and civil laws and should such an attempt be made, the Contest Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law.

k) The Contest Sponsor reserves the right to adjust any of the dates, timeframes and/or other contest mechanics stipulated in these rules, to the extent necessary, for purposes of verifying compliance by any entrant or entry with these 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 rules, or for any other reason.

l) In the event of any discrepancy or inconsistency between the terms and conditions of these rules and disclosures or other statements contained in any contest-related materials, including, but not limited to: the entry form, website, and/or any point of sale, television, print or online advertising; the terms and conditions of these rules shall prevail, govern and control to the fullest extent permitted by law.

## **End of Contest Rules**