

HeartSmart Kids™ 25 for 25 Anniversary Draw

Official Contest Rules and Regulations ("Rules")

The HeartSmart Kids™ 25 for 25 Anniversary Draw (the "**Contest**") is sponsored by the Heart and Stroke Foundation of Canada ("**Heart & Stroke**").

1. CONTEST PERIOD

The Contest will run from 8:00am CT on May 5, 2021 to 12:00pm CT on June 9, 2021 ("**Contest Period**"). All eligible entries must be received within the Contest Period, and any received after that time will be ineligible.

2. ELIGIBILITY

Eligible entrants ("**Entrants**") must be legal residents of Canada, age 18 or older and identify as an educator for children and youth. No (i) employee, officer, director or member of Heart & Stroke, (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, Entrants must visit hskids.ca/anniversary to fill out their name and contact information during the Contest Period. For a bonus entry, Entrants can (i) upload a file (image, document, etc.) with their student's completed HeartSmart Kids at Home 'Activities I Like Best' (containing no student identifying details) and (ii) click "submit" button during the Contest Period.

Alternatively, individuals may mail their name, mailing address, email address and phone number to Heart and Stroke Foundation, 1379 Kenaston Blvd, Winnipeg, MB R3P 2T5 Attn: Amanda Nash to enter during the Contest Period.

There is a limit of one (1) entry and one (1) bonus entry per person for the Prize(s) (see below).

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. Heart & Stroke 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 to win one (1) of twenty-five (25) prize packages ("**Prize**") which include 25 pieces of sports equipment for their school or organization. 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. Heart & Stroke is not responsible for any costs associated with assembly, usage, training or setup of the Prize. Heart & Stroke reserves the right to change, substitute or cancel the Prize at any time, without notice.

5. WINNING

On June 9, 2021 at 12:00pm CT at Winnipeg, MB twenty-five (25) names will be drawn from all eligible entries. The winners will be contacted by email or phone by June 11, 2021. Heart & Stroke reserves the right to modify the scheduling of the Contest without prior notification.

Odds of winning the Prize depend 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 Heart & Stroke must be able to reach the potential winner by email or phone informing them that they are 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 5 business days of the email being sent or phone call being made by Heart & Stroke. 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 Heart & Stroke sender as undeliverable may result in the selected winner being disqualified and an alternate selection of a potential winner may be drawn.
- b) The potential winner must correctly answer a mathematical skill-testing question administered by Heart & Stroke or its agent by telephone within 3 business days of being contacted by Heart & Stroke.
- c) The winner must complete, sign and return a standard release and waiver form in favour of Heart & Stroke, 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 14 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 winner.

6. INDEMNITIES AND DISCLAIMERS

Entrants agrees to indemnify and hold Heart & Stroke 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 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.

If for any reason, in the opinion of Heart & Stroke, 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, Heart & Stroke reserves the right to cancel, terminate, modify, amend, extend or suspend the Contest including canceling or modifying method of entry. **THE DECISIONS OF Heart & Stroke 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 Heart & Stroke, the terms and conditions of these Rules shall prevail.

7. 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 Heart & Stroke for the purpose of administering this Contest and awarding the Prize and publicizing the winners' first names and last initials. Heart & Stroke 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.heartandstroke.ca/privacy. Any inquiry concerning the personal information held by Heart & Stroke and shared with any of the Prize suppliers should be addressed to **the Privacy Officer, Heart & Stroke at 1-888-HSF-INFO (473-4636) or through www.heartandstroke.ca/privacy**.

8. INTELLECTUAL PROPERTY

Entrants represent and warrant that they own all rights in or have obtained the requisite licenses to the material submitted to the Contest.

All entries become the property of Heart & Stroke and will not be returned. For clarity, Entrants hereby irrevocably convey, assign and transfer to Heart & Stroke all right, title and interest, including all intellectual property rights, in and to all content submitted to Heart & Stroke through the Contest. Entrants waive all moral rights they may have in any content in favour of Heart & Stroke.

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 Heart & Stroke. 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.

9. GOVERNING LAW

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