



DAY OF INCLUSION PHOTO CHALLENGE

Official Rules and Regulations

The Special Olympics Canada's Day of Inclusion Photo Challenge (the "**Contest**") is sponsored by Special Olympics Canada (the "**Sponsor**"), located at 21 St. Clair Avenue East, Suite 600, Toronto, Ontario, M4T 1L9. A copy of these official Contest rules (the "**Rules**") are available on our website at www.dayofinclusion.ca.

1. ELIGIBILITY

The Contest is open to legal residents of Canada, excluding Quebec (the "**Entrant**").

A participant who is a Minor (as defined below) in his/her province/territory of residence may enter this Contest and provide information only with the explicit consent of his/her parent or legal guardian. Furthermore, the Rules shall apply both to the Minor and to the Minor's parent or legal guardian. The Sponsor reserves the right, in its sole and absolute discretion, to contact the parent/legal guardian of any eligible Entrant who is under the age of majority in his/her province of residence (a "**Minor**"), at any point during the Contest, for the purposes of verifying such parent or legal guardian's: (i) agreement to be legally bound by the Rules; (ii) consent to the Minor's participation in this Contest; and/or (iii) consent to the collection of the Minor's personal information. If the Minor refuses to provide his/her parent/legal guardian's contact information at the request of the Sponsor, then such Minor shall be disqualified, at the sole and absolute discretion of the Sponsor. If a Minor is selected as a potential winner of a TimCard (as defined below), the TimCard shall not be awarded unless both the Minor and the Minor's parent or legal guardian have signed and returned the Declaration and Release Form as defined in Rule 5 below. The TimCard will be delivered to the winning Minor's parent or legal guardian. The collection of personal information of Minors is dealt with in the Sponsor's Privacy Policy, and the parent or legal guardian of a minor who wins the TimCard shall be required to consent to the use of the Minor's personal information as described herein.

Employees or agents of the Sponsor, or their affiliates, subsidiaries, dealers and distributors, advertising affiliates, promotion agencies, and any persons who are members of those employees' immediate families, are not eligible to participate in the Contest.

Potential winners may be required to furnish proof of identification to confirm their eligibility.

2. CONTEST PERIOD

The Contest begins at 12:00:01 a.m. (EST) on July 20th, 2019 and will end at 11:59:59 p.m. (EST) on July 20th, 2019 (the “**Contest Period**”). The Sponsor reserves the right to extend the Contest Period at any time without further notice.

3. HOW TO PARTICIPATE

To enter the Contest, Entrants have to purchase a Special Olympics donut, which will be sold at a participating Tim Hortons and must complete one of the following during the Contest Period (the “**Entry**”):

- 1) Visit their local Tim Hortons restaurant and take a photo with a Special Olympics donut and post the photo to social media (Facebook, Twitter and/or Instagram) with #ChooseToInclude and #ChallengeAcceptedSOC, and tag @SpecialOCanada and @TimHortons.
- 2) Visit their local Tim Hortons restaurant and take a photo with a baker’s dozen of Special Olympics donuts and their team, and post the photo to social media (Facebook, Twitter and/or Instagram) with #ChooseToInclude and #ChallengeAcceptedSOC, and tag @SpecialOCanada and @TimHortons.

Limit of one Entry per individual. Any excess Entries will be deemed invalid and the Entrant may be disqualified from the Contest at the Sponsor’s sole discretion.

All Entries become the property of the Sponsor and will not be acknowledged or returned. By entering this Contest, you grant the Sponsor an exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sub-licensable and transferable license to use, copy, modify, create derivative works based upon your Entry for any purpose, including but not limited to advertising and promotional activities, without any further compensation to the Entrant.

Entries that do not comply with these Rules will, at the Sponsor’s sole discretion, be disqualified. To be valid, each Entry must provide the information requested as described in the Rules. Incomplete and/or illegible Entries will be disqualified.

By entering the Contest, Entrants agree to accept and abide by the provisions of these Rules and the decisions of the Sponsor, whose decisions shall be final and binding.

4. PRIZES/ODDS

There will be four (4) Tim Hortons gift cards (“**TimCards**”) available to be won by four Entrants in Canada (each a “**Prize**”).

Two (2) of the TimCards are valued at \$50 CAD and two (2) of the TimCards are valued at \$100 CAD and the total value of all Prizes to be awarded is \$300 CAD.

The TimCards must be accepted as awarded and are non-assignable, non-transferable, and have no cash surrender value. No substitution or exchange is allowed, except that the Sponsor, in its sole discretion, reserves the right to substitute a prize of equal or greater value should the TimCards become unavailable for any reason.

The value of the TimCards is taxable as income where required by law. The winner of a Prize is solely responsible for any and all expenses, taxes, fees, and applicable federal, provincial, and local taxes relating to the TimCards.

The odds of winning are dependent upon the number of eligible entries received.

5. WINNER SELECTION

The Sponsor will select the four (4) winners on Tuesday, July 23rd, 2019, in Toronto, Ontario at 2:00 pm (EST) from all eligible entries received during the Contest Period, and such Entrants will be eligible to win the TimCards.

The four (4) winners of the Contest will be determined by members of Sponsor's staff, in their complete and sole discretion, based on the creativity and originality of the Entry.

The Sponsor will notify the selected Entrants by direct message on the platform (Facebook, Twitter or Instagram) through which the Entrants provided their Entry (the "**Notification**"). In order to be declared a winner and receive a TimCard, an Entrant selected as a potential winner must:

- a) Respond to the Notification within forty-eight (48) hours of receiving the Notification;
- b) Sign a declaration and release form within seven (7) days of the Notification stating that he or she:
 - i. agrees to reading, understanding and complying with the Rules;
 - ii. releases and discharges the Sponsor its affiliates, parents, agencies subsidiaries, dealers, distributors, promotion agencies, officers, directors, employees, agents, shareholders, successors, advertising and promotional agencies (the "**Sponsor Parties**") from all liability with respect to the Entrant's participation in the Contest and the awarding, use or misuse of the TimCard; and
 - iii. consents to the announcement of the winner's name and the use by or on behalf of the Sponsor of the winner's name, photograph, prize won, likeness, voice, or statements for online or offline advertising and promotional purposes without any geographic limitations and without any further compensation to the winner, except where prohibited by law.

If a selected Entrant does not meet these requirements or otherwise comply with the Rules or eligibility requirements of the Contest, the selected Entrant will be deemed ineligible to receive the TimCard and another random draw will take place to select a different winner. The alternate winner will be subject to the same rules and restrictions. The TimCards will only be awarded to the selected Entrants after verification of eligibility.

6. PRIVACY POLICY

By entering the Contest and voluntarily providing personal information required for Entry, Entrants consent to the collection, use, and disclosure by the Sponsor, or its designated agent, of the Entrant's personal information to administer this Contest and for purposes outlined in the Sponsor's Privacy Policy.

Acceptance of the TimCard by a winner constitutes permission for the Sponsor to use a winner's name, address, prize won, statements made relating to the Contest, and other likeness of the winner for any and all promotional or business purposes without further compensation, except where prohibited by law. The name of the winner will also be posted on www.dayofinclusion.ca.

The Sponsor's Privacy Policy can be accessed at www.specialolympics.ca/legal.

7. CONSTRUCTION

The Contest is subject to all applicable federal, provincial, and local laws. VOID WHERE PROHIBITED BY LAW.

The Contest and these Rules shall be governed by and construed under the substantive laws of the Province of Ontario without regard to conflicts of law principles. All Entrants expressly agree that any claims relating to this Contest must be resolved in the Province of Ontario, and hereby waive the jurisdiction of any other court that now or in the future could be considered competent for any reason.

8. LIMITATION OF LIABILITY

By participating, each Entrant agrees that the Sponsor and the Sponsor Parties are not responsible for any incorrect or inaccurate entry information, human error, failures, omissions or for anything, including but not limited to, the errors in advertising, these Rules, and the selection and announcement of winners or distribution of the TimCards, resulting from the participation in this Contest.

By accepting the TimCards, the winners release the Sponsor and the Sponsor Parties from any and all liability and responsibility with respect to the TimCards (including, without limitation, any property loss, damage, personal injury, death, rights of publicity

or privacy, defamation, whether intentional or unintentional) arising out of or in connection with the receipt, ownership, or use of the TimCards.

9. TERMINATION/AMENDMENT

Subject to applicable law, the Sponsor reserves the right to amend, cancel, terminate or suspend the Contest (in whole or in part) if for any reason the Contest cannot be run as planned, including but not limited to: technical failure, computer virus, tampering, fraud, corruption of security, or proper administration of the Contest without providing any prior notice.

In the event of termination, cancellation, interruption, suspension or delay of the Contest, the Sponsor reserves the right to still conduct a draw among all valid and eligible Entries in order to determine a winner and award the TimCards.

10. MISCELLANEOUS

In the event that it is discovered that an Entrant has entered more than the allowable limit as described in these Rules, they will be disqualified, the respective eligible TimCards claim will become null and void, and the Entrant will not be entitled to claim any prize.

If a dispute arises regarding who submitted an Entry, the selected Entrant may be required to provide proof; for example, if an Entry is disputed, the Entrant may need to furnish evidence that they are the authorized account holder associated with the email used to submit such Entry.

Any attempt by an Entrant or other individual, to deliberately damage any website or undermine the legitimate operation of this Contest, including but not limited to any fraudulent claims, is a violation of criminal and civil laws. Use of any automated system including robotic or form filling software to enter or participate in this Contest is prohibited and will result in disqualification of all Entries by any Entrant using such assistance. Participation engaging in any of the foregoing activities may be disqualified and will forfeit any prizes won.

All intellectual property, including but not limited to trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, logos, slogans and representations are owned or used under licence by the Sponsor and/or the Sponsor Parties. 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.