



## **Sinai Health Radiothon Contest: Social Media Contest**

NO PURCHASE NECESSARY. THIS CONTEST IS SUBJECT TO ALL APPLICABLE CANADIAN FEDERAL, PROVINCIAL AND MUNICIPAL LAWS AND REGULATIONS AND IS VOID WHERE PROHIBITED BY LAW. PARTICIPATION IN THIS CONTEST CONSTITUTES FULL AND UNCONDITIONAL AGREEMENT WITH AND ACCEPTANCE OF THESE OFFICIAL RULES.

### **1. CONTEST PERIOD:**

The Sinai Health Radiothon Social Media Contest (the “Contest”) begins at 12:00 a.m. Eastern Time (“ET”) on Thursday, May 25, 2023, and ends at 11:59p.m. ET on Wednesday, May 31, 2023 (the “Contest Period”).

### **2. ELIGIBILITY:**

The Contest is only open to legal residents of Ontario who are nineteen (19) years of age or older and living within Ontario at the time of entry (each an “Entrant”).

### **3. HOW TO ENTER:**

NO PURCHASE NECESSARY. During the Contest Period, each registered participant (Entrant) Must complete the following steps to obtain an entry (each, an “Entry”) into the Contest:

Individuals who donate a minimum of \$20 during the specified dates will receive one ballot for a chance to win one of two prizes (Google Nest Audio or Google Pixel Watch). Contest period Thursday, May 25, 2023, during the contest period (12:00 a.m. Eastern Time (“EST”) on Wednesday, May 31, 2023, until 11:59p.m. EST.

By entering the Contest, each Entrant agrees to be bound by the Official Rules and the decisions of the Sinai Health Foundation (the “Contest Sponsor”), which are final with respect to all matters relating to the Contest.

### **4. PRIZES:**

There are two prizes to be won, by two individuals, individuals who donate minimum of \$20 will receive one ballot for a chance to win either:

- **1 Google Nest Audio**
- **1 Google Pixel Watch**

The Prize Winner is not entitled to any difference between the actual retail value of the Prize and the approximate retail value of the Prize as stated herein. The Winner must follow all directions with respect to the Prize or any aspect thereof. Failure to do so may result in termination of participation, or continued participation, in the Prize or any aspect thereof.

The Prize outlined above must be accepted as awarded, without substitution. The Contest Sponsors reserve the right, in the event that a Prize, or any component of a Prize, cannot be awarded as described herein for any reason, to substitute the same for another prize or component of equal or greater value, without notice or liability. In the event that a substitute prize is awarded, such prize must be accepted as awarded and cannot be exchanged for cash or otherwise.

## 5. WINNER SELECTION:

Individual donors donate a minimum of \$20 will be receive 1 ballot for a chance to win 1 of 2 contest prizes. Two individuals from that pool of ballots will be randomly selected. The winners will be contacted by the email address used to donate online at [www.supportsinai.ca/radiothon](http://www.supportsinai.ca/radiothon) on June 1, 2023.

## 6. CLAIMING YOUR PRIZE

Upon successful contact with the Selected Entrant via email or Instagram, the Selected Entrant will be required to correctly answer a mathematical skill-testing question, without aid or assistance, and complete, sign and return a Declaration, Release and Waiver Form (the "Release Form") confirming compliance with the Official Rules, acceptance of the Prize as awarded, without substitution, and releasing the Released Parties from any liability in connection with the Prize or the Contest before being granted the Prize.

## 7. SUPREMACY OF RULES

In the event of a conflict between the Official Rules and any instructions or interpretations of these Official Rules given by an employee of a Contest Sponsor regarding the Contest, these Official Rules shall prevail. In the event of any discrepancy or inconsistency between the terms and conditions of these Official Rules and disclosures or other statements contained in any Contest-related materials, the terms and conditions of these Official Rules shall prevail, govern and control.

## 8. INDEMNIFICATION

By submitting an Entry into this Contest, each Entrant confirms their understanding of and compliance with these Official Rules. Each Entrant, and his/her representatives, heirs, next of kin or assignees ("Entrant's Representatives"), hereby releases and holds the Released Parties harmless from any and all claims, demands, orders, judgments or demands whatsoever, including, without limitation, claims or demands in respect of copyright, trademark or other intellectual property infringement; liability for any injuries,

loss or damage of any kind to the Entrant, Entrant's Representatives or any other person, including personal injury, death or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any Prize, participation in the Contest, any breach of the Official Rules, or in any Prize-related activity. The Entrant and Entrant's Representatives agree to fully indemnify the Released Parties from any and all claims by third parties relating to the Contest, without limitation.

## 9. LIMITATION OF LIABILITY

None of the Released Parties assumes any liability for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Contest or for any technical or human error which may occur in the processing of Entries, the selection of a Selected Entrant or for any printing or other errors in any Contest materials. The Released Parties assume no responsibility for any error, omission, tampering, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or authorized access to, or alteration of Entries. The Released Parties are not responsible for any problems, viruses or technical malfunction of any telephone network or lines, computer on-line systems, servers or providers, computer equipment, software, failure of email or on account of technical problems or traffic congestion on the Internet or at any website or combination thereof, including injury or damage to Entrants or to any other person's computer related to or resulting from participating or downloading materials in the Contest.

None of the Released Parties assumes any liability for any personal injury or property damage or losses of any kind, including without limitation, direct, indirect, consequential, incidental or punitive damages which may be sustained to an Entrant's or any other person's computer equipment resulting from an Entrant's attempt to either participate in the Contest or download any information in connection with participating in the Contest or use of any website. Without limiting the foregoing, everything on any website is provided "as is" without any warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement.

## 10. CONTEST ADMINISTRATION

All decisions regarding the Contest remain with the Contest Sponsors. The Contest Sponsors reserve the right, in their sole discretion, to modify, cancel, suspend and/or terminate any or all parts of the Contest for any reason. The Contest Sponsors reserve the right, in their sole discretion, to disqualify any individual found to be in violation of these Official Rules. The Contest Sponsors reserve the right to refuse an Entry from a person whose eligibility is in question or who has been disqualified or is otherwise ineligible to enter. Any attempt to tamper with the entry process, interfere with these Official Rules, deliberately damage any website or undermine the administration, security or legitimate operation of the Contest, is a violation of criminal and civil laws,

and the Contest Sponsors reserve the right to seek damages and/or other relief (including legal fees) from all persons responsible for such acts to the fullest extent permitted by law, which may include banning or disqualifying Entrants from this and future contests of the Contest Sponsors. In their sole determination, the Contest Sponsors may disqualify any person who acts in any manner to threaten or abuse or harass any person and to void all such person's associated Entries. The Contest Sponsors reserve the right, in their sole discretion, to terminate or suspend the Contest should fraud, virus, bugs, or other reasons beyond the control of the Contest Sponsors corrupt the security, proper play or administration of the Contest.

## 11. PRIVACY AND PUBLICITY RIGHTS

By accepting the Prize, the Winner agrees to allow the Contest Sponsors and their respective subsidiaries, affiliates and representatives the right to use his/her name, biographical information, image, photos and/or likeness and statements for programming, promotion, trade, commercial, advertising and publicity purposes in connection with this Contest, at any time or times, in all media now known or hereafter discovered, worldwide, including but not limited to on television, video, the World Wide Web and Internet, without notice, review or approval and without additional compensation, except where prohibited by law.

The Contest Sponsors respect your privacy. Personal information collected from Entrants by Sinai Health Foundation will only be used by the Sinai Health Foundation to administer the Contest and, only if consent is actively given at the time of entry, to provide Entrants with information regarding upcoming promotions and/or events from Sinai Health Foundation. For more information regarding the manner of collection, use and disclosure of personal information by Sinai Health Foundation, please refer to the privacy policy at

[https://secure.supportsinai.ca/site/SPageNavigator/privacy\\_policy.html?\\_ga=2.161099069.1447267150.1636484452-1818567265.1636484452](https://secure.supportsinai.ca/site/SPageNavigator/privacy_policy.html?_ga=2.161099069.1447267150.1636484452-1818567265.1636484452).

## 12. GOVERNING LAW

The Contest shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. Without limiting the generality of the foregoing, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations as between any person and/or Entrant and the Contest Sponsors in connection with the Contest shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario. The Contest Sponsors and all Entrants hereby attorn to the exclusive jurisdiction of the courts of Toronto, Ontario, in respect of the determination of any matter, issue or dispute arising under or in respect of the Contest.

## 13. SEVERABILITY

The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. If any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein.