

BC CANCER FOUNDATION WORKOUT IN STYLE (THE “CONTEST”) OFFICIAL RULES (THE “RULES”)

NO PURCHASE NECESSARY. OPEN TO RESIDENTS OF BRITISH COLUMBIA ONLY.

ADMINISTRATOR: The administrator of this contest is BC Cancer Foundation Company (the “Contest Administrator”).

1. ELIGIBILITY:

The contest is open to any legal resident of British Columbia who is not an employee, contractor, agent or representative of the Contest Administrator, or their affiliates, agencies, the contest judge, or a member of the immediate family (parent, spouse, sibling, child) of, or domiciled with any of the foregoing persons. To be eligible, participants must have online access with a valid email address as of the date of their entry. If you do not have internet access via a personal computer, your local library or Internet café may be able to provide access to the Internet and a number of Internet service providers and other companies offer free email accounts.

2. CONTEST PERIOD AND HOW TO ENTER:

The Contest will begin at 9:00 am Pacific Daylight Saving Time (“PDT”) on April 15, 2024 and will end at 09:00 am PDT on May 1, 2024 (the “Contest Period”). To enter the Contest, register to participate in the Workout to Conquer Cancer campaign via the registration form at <https://workouttoconquercancer.ca/>. This registration form will be your complete Contest entry form.

All valid entries will receive one (1) ballot into the prize draw. Limit one (1) entry per person. Only one (1) email address may be used by any person to participate in the Contest. No purchase is necessary to enter the Contest.

IMPORTANT: By entering the Contest through the above method of entry, you agree to participate in accordance with, and be bound by, these Rules.

3. PRIZES AND HOW TO WIN:

There is one (1) prize available to be won, consisting of a gift card to spend at Lululemon (in store or online) in the amount of \$300 (the “Prize”). Approximate retail value of the Prize is CAD \$300.00. On or about May 1, 2024 at approximately 4:00pm PDT, a random draw will be conducted from among all eligible entries received during the Contest Period to select the potential Prize winner. The selected potential winner will be notified by email and instructed on next steps on how to claim the Prize.

4. HOW TO CLAIM A PRIZE:

IN ORDER TO CLAIM A PRIZE, WITHIN FIVE (5) BUSINESS DAYS FROM THE DATE OF NOTIFICATION AT THE EMAIL PROVIDED, REGARDLESS OF WHEN IT IS RECEIVED:

- the potential winner must claim his/her Prize as instructed in the Notification;
- the potential winner will be required to correctly answer a mathematical skill-testing question without assistance of any kind, whether mechanical or otherwise, which will be administered
- the potential winner must supply his/her complete mailing address

- the potential winner may be required to furnish proof of identification that may include a driver's license or other form of picture identification as part of the verification process. If a potential Prize winner does not respond to the Notification within the timeframe set out above and addressing each of the above points, is found to be ineligible for any reason, or declines to accept the Prize, the Prize will be forfeited, and the Administrator may, at its sole discretion, select an alternate potential winner subject to the same terms set out above. If a Prize winner cannot be verified, the Prize will not be awarded. Any Prize must be accepted as awarded, cannot be substituted, transferred, exchanged or surrendered for cash, except at the sole and absolute discretion of the Contest Administrator, which reserves the right, at its sole and absolute discretion and for any reason, to award a substitute prize of equal or greater value. Awarding of a Prize is subject to verification and compliance with the Rules. Entrants who have not complied with the Rules will be disqualified. The Contest Administrator makes no representations or warranties of any kind concerning the appearance, safety or performance of any Prize. Delivery may take up to 6-8 weeks after verification. The Contest Administrator and Administrator are not responsible for shipping delays caused by factors beyond their control. The Contest Administrator is not responsible for any Prize once it has been shipped. Prize must be shipped to a British Columbia address. Contest Administrator will not deliver to a P.O. Box.

5. ADDITIONAL CONDITIONS OF PARTICIPATION:

By participating in this Contest, entrant accepts and agrees to these Rules and all decisions of the Contest administrator (who may be employees, agents or independent contractors of the Contest Administrator or Administrator), which shall be final and legally binding on entrant in all matters relating to this Contest. All entries become the property of the Contest Administrator and will not be returned. The winner agrees to the use of his/her name, image, likeness, persona, and city/province of residence for publicity purposes, and grants to the Contest Administrator any and all rights to said use without further notice or compensation. The Contest Administrator and its respective affiliates are not responsible for printing, technical errors, distribution, or production errors. The Contest Administrator does not warrant that access to or use of the Contest will be uninterrupted or error-free. Entrants and/or winners assume liability for injuries caused, or claimed to be caused by participating in the Contest, by the acceptance, possession, use or misuse of any Prize awarded, including but not limited to claims/damages for personal injury, fines, penalties, or property damage. Moreover, as a condition of entering, entrants agree: (a) to release the Contest Administrator, and each of their officers, directors, employees and agents, from any and all liability, loss or damage incurred with respect to participating in the Contest or the awarding, receipt, possession, and/or use or misuse of any Prize, (b) that under no circumstances will entrant be permitted to obtain awards for punitive, incidental, consequential, or any other damages and entrant hereby waives all rights to claim for all such damages; (c) all causes of action arising out of or connected with this Contest, or any Prize awarded, shall be resolved individually, without resort to any form of class action; and (d) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, excluding legal fees and court costs. This exclusion or limitation of liability will not apply to the extent that any applicable statute prohibits such exclusion or limitation of liability. The Contest Administrator is not responsible for technical, hardware or software failures of any kind, lost or unavailable network connections, failed, incomplete, garbled or delayed computer transmissions including lost, misappropriated or corrupted entries, virus, worm or Trojan

Horse damage or any other damage which may limit a participant's ability to participate in the Contest.

6. INDEMNIFICATION:

By submitting an entry, entrant agrees to indemnify and hold harmless the Contest Administrator from and against any and all claims, losses, costs, damages, liabilities and costs and expenses (including reasonable legal fees) that may arise out of any breach of any covenants, agreements, terms, obligations, representations or warranties set forth herein.

7. RIGHT TO TERMINATE, MODIFY OR SUSPEND:

The Contest Administrator may at any time, at its sole discretion and without liability, terminate, modify or suspend the Contest in whole or in part, subject only to approvals required by law, if fraud, technical failures or communications or any other errors or other causes beyond the control of the Contest Administrator corrupt the administration, integrity or security of the Contest or if any other factor interferes with the conduct of this Contest as contemplated by these Rules. Without restricting the generality of the foregoing, in the event of early termination of the Contest, a notice will be posted on the Contest Website to that effect. In addition, for the purposes of determining eligibility to win a Prize in the event of early termination of the Contest, all eligible entries received prior to the time of early termination will be considered as valid and for the purposes of these Rules, the Contest Period will be deemed to have ended at the moment of early termination. The Contest Administrator reserves the right, at any time, in its sole discretion, to correct any errors, including without limitation, any typographical, printing, computer programming or operator errors. No waiver on the part of the Contest Administrator to enforce of any term herein shall be deemed a continuing waiver or a waiver of any other term.

8. INVALIDITY:

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

9. PRIVACY:

The Administrator respects your right to privacy. Personal information collected from entrants will only be used by the Contest Administrator to conduct the Contest and fulfill any prize requirements and, only if consent is given at the time of entry, to provide the entrants with information regarding upcoming promotions and/or events from the Contest Administrator. For more information regarding the manner of collection, use and disclosure of personal information by the Contest Administrator, please refer to the Contest Administrator's privacy policy, available at <https://workouttoconquercancer.ca/>