

THIS CONTEST IS OPEN TO CANADIAN RESIDENTS ONLY (EXCLUDING RESIDENTS OF QUEBEC) AND IS GOVERNED BY CANADIAN LAW

Standard data rates apply to participants who choose to participate in the Contest via a mobile device. Please contact your service provider for pricing and service plan information and rates before mobile device participation.

1. CONTEST PERIOD:

The Dry Feb Fundraising Contest (the “**Contest**”) begins on December 20, 2018 at 11:59 p.m. Eastern Time (“**ET**”) and ends on March 31, 2019 at 11:59 p.m. ET (the “**Contest Period**”).

2. ELIGIBILITY:

Contest is open to residents of Canada (excluding residents of Quebec) who have reached the legal age of majority in their province/territory of residence at the time of entry, except employees, representatives or agents (and those with whom such persons are domiciled, whether related or not) of Canadian Cancer Society (the “**Sponsor**”), its associated and affiliated entities, prize suppliers, advertising/promotion agencies and any other individual(s), entity or entities involved in the development, production, implementation, administration or fulfillment of the Contest (collectively with the Sponsor, the “**Contest Parties**”).

3. AGREEMENT TO BE LEGALLY BOUND BY RULES:

By participating in this Contest, you are signifying your agreement that you have read and agree to be legally bound by these Official Rules and Regulations (the “**Rules**”).

4. HOW TO ENTER:

NO PURCHASE, DONATION OR FUNDRAISING NECESSARY. MAKING A PURCHASE, DONATION AND/OR FUNDRAISING WILL NOT INCREASE OR OTHERWISE IMPACT YOUR CHANCES OF WINNING IN THIS CONTEST.

There are two (2) ways to earn an entry or entries (each, an “**Entry**” and collectively, the “**Entries**”) in the Contest, as follows:

1. To register, go to DryFeb.ca (the “**Website**”) and follow the on-screen instructions to register for the Contest. Once you have fully completed the registration form with all required information, follow the on-screen instructions to complete your registration (the “**Registration**”). You will not receive any Entries for the act of completing your Registration. To be eligible, your Registration must be received online within the Contest Period. After completing your Registration, you will automatically be eligible to earn Entries as follows:

Fundraising Amount	Entry Earned
\$1 - \$99.99	1 Entry for Tier 1*
\$100 - \$249.99	1 Entry for Tier 2*
\$250 - \$499.99	1 Entry for Tier 3*
\$500 - \$999.99	1 Entry for Tier 4*
\$1000 and over	1 Entry for Tier 5*

* See Rule 7 for details on the Tier structure of pricing.

By way of examples only:

- If your Fundraising Amount is \$200, then you will be eligible to receive a total of two (2) Entries – (i) one (1) Entry for Tier 1; and (ii) one (1) Entry for Tier 2.
- If your Fundraising Amount is \$600, then you will be eligible to receive a total of four (4) Entries – (i) one (1) Entry for Tier 1; (ii) one (1) Entry for Tier 2; (iii) one (1) Entry for Tier 3; and (iv) one (1) Entry for Tier 4.

How to Submit Donations

To be eligible to count towards your total fundraising amount (the “**Fundraising Amount**”) for the purposes of this Contest, all donations (the “**Donation(s)**”) you fundraise and/or make in relation to this Contest must: (i) be completed online through your account on the Website during the Contest Period; or (ii) be completed offline in accordance with one of the following procedures:

- If you have collected offline Donations (e.g. cash and/or cheques payable directly to you), then you may choose to visit the Website during the Contest Period and input the Donations directly through the Website using your credit card. You must input the actual donor’s full name and complete mailing address.
- Alternatively, any offline Donations that you have collected (e.g. cash and/or cheques payable directly to you or to the Sponsor) may be forwarded directly to the Sponsor for processing. In such circumstances, however, any such Donations received offline (even if such Donations are subsequently processed and reflected online) and/or processed outside the Contest Period will NOT be counted towards your Fundraising Amount.

Receipts for Donations will be issued by the Sponsor. In the event of a discrepancy regarding a Donation (including, without limitation, the validity of a Donation to be counted towards a participant’s Fundraising Amount), the Sponsor will investigate the matter and its decisions in this and all other regards will be final and binding without right of appeal.

2. Alternatively, to obtain an Entry in the Contest without fundraising and/or making a donation, you must print your first name, last name, telephone number, complete mailing address (including postal code), age and signature on a plain piece of paper and mail it (in an envelope with sufficient Canadian postage) along with a unique and original sentence (the “**Sentence**”) on the importance of cancer research to: *DryFeb Contest, Canadian Cancer Society, 55 St Clair Avenue West, Suite 500, Toronto, ON M4V 2Y7* (the “**Request**”). Upon receipt of a valid Request in accordance with these Rules, you will receive one (1) Entry in the Contest per unique and original Sentence per envelope with sufficient Canadian postage. To be eligible, any Request you send must: (i) be received separately in an envelope bearing sufficient Canadian postage (i.e. multiple Requests in the same envelope will be void); and (ii) be post-marked during the Contest Period and received prior to the Draw Date (as defined below in Rule 8). Entries will be allocated as follows:

Request	Earned
First	1 Entry for Tier 1*
Second	1 Entry for Tier 2*
Third	1 Entry for Tier 3*
Fourth	1 Entry for Tier 4*
Fifth	1 Entry for Tier 5*

* See Rule 7 for details on the Tier structure of prizing.

5. ENTRY LIMIT:

There is an overall limit of five (5) Entries per person during the Contest Period, regardless of the method of entry. There is a limit of one (1) Entry per Tier. If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any person has attempted to use multiple names, multiple identities, multiple email addresses, and/or any automated, macro, script, robotic or other system(s) or program(s) and/or any other means not in keeping with the Sponsor’s interpretation of the letter and/or spirit of these Rules to enter or otherwise participate in or to disrupt this Contest; then he/she may be disqualified from the Contest in the sole and absolute discretion of the Sponsor. The Contest Parties and each of their respective officers, directors, agents, representatives, successors and assigns (collectively, the “**Released Parties**”) are not responsible for (and have no liability in relation to) late, lost, misdirected, delayed, incomplete or incompatible Entries, Requests, Donations and/or other materials (all of which are void).

6. VERIFICATION:

The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the 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, Request, Donation, Fundraising Amount and/or other information entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with the Sponsor’s interpretation of the letter and spirit of these Rules. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification in the sole and absolute discretion of the Sponsor. The sole determinant of the time for the purposes of this Contest will be the official time-keeping device(s) used by the Sponsor.

7. THE PRIZES:

There will be a total of twelve (12) prizes (each, a “**Prize**” and collectively the “**Prizes**”) available to be won. The Prizes will be separated into tiers (each, a “**Tier**”), as follows:

Tier	Prizes		Approximate Retail Value
	Description	Number Available	
1	Google Home Mini	1	\$80.00
	Google Home Mini	1	\$80.00
	Google Home Mini	1	\$80.00
2	Fujifilm Instax Mini 9 instant camera	1	\$90.00
	Fujifilm Instax Mini 9 instant camera	1	\$90.00
	Fujifilm Instax Mini 9 instant camera	1	\$90.00
3	Beats solo 3 wireless headphones	1	\$230.00
	Beats solo 3 wireless headphones	1	\$230.00
	Beats solo 3 wireless headphones	1	\$230.00
4	PlayStation 4 (PS4) console	1	\$380.00
	PlayStation 4 (PS4) console	1	\$380.00
5	iPad Pro 11” 64GB	1	\$1,000.00

The following general conditions apply to each Prize: (i) Prize must be accepted as awarded and is not transferable, assignable or convertible to cash (except as may be specifically permitted by Sponsor in its sole and absolute discretion); (ii) no substitutions are permitted, except at Sponsor’s option; (iii) Sponsor reserves the right at any time to substitute the Prize (or a component thereof) for any reason with a prize or prize component(s) of equal or greater retail value, including, without limitation, but solely at the Sponsor’s sole discretion, a cash award; (iv) manufacturer’s standard warranty, if any, applies to the Prize; and (v) confirmed winner is solely responsible for all expenses that are not expressly included in the Prize description above. None of the Released Parties makes any representation or offers any warranty, express or implied, as to the quality or fitness of any Prize awarded in connection with the Contest. To the fullest extent permitted by applicable law, each confirmed winner understands and acknowledges that he or she may not seek reimbursement or pursue any legal or equitable remedy from either the Sponsor or any of the other Released Parties should the applicable Prize fail to be fit for its purpose or is in any way unsatisfactory. For greater certainty and the avoidance of any doubt, by accepting a Prize, each confirmed winner agrees to waive all recourse against the Sponsor and all of the other Released Parties if the applicable Prize or a component thereof does not prove satisfactory, either in whole or in part.

8. ELIGIBLE WINNER SELECTION PROCESS AND ODDS OF WINNING:

On April 8 2019 (the “**Draw Date**”) in Toronto, ON at approximately 12:00 p.m. ET, one (1) eligible entrant for each Prize will be selected by random draw from among all eligible Entries in the applicable Tier that were submitted and received in accordance with these Rules. The odds of winning depend on the number of eligible Entries submitted and received in each Tier in accordance with these Rules.

9. ELIGIBLE WINNER NOTIFICATION PROCESS:

The Sponsor or its designated representative will make a minimum of three (3) attempts to contact each eligible winner within five (5) days of the Draw Date. If an eligible winner cannot be contacted as outlined above, or if there is a return of any notification as undeliverable; then he/she may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the applicable Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate eligible entrant from among the remaining eligible Entries submitted and received in the applicable Tier in accordance with these Rules (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner).

10. ELIGIBLE WINNER CONFIRMATION PROCESS:

NO ONE IS A WINNER UNLESS AND UNTIL THE SPONSOR OFFICIALLY CONFIRMS HIM/HER AS A WINNER IN ACCORDANCE WITH THESE RULES. BEFORE BEING DECLARED AS A CONFIRMED PRIZE WINNER, each eligible winner will be required to: (a) correctly answer a mathematical skill-testing question without mechanical or other aid (which may, in the sole and absolute discretion of the Sponsor, be administered online, by email or other electronic means, by telephone, or in the Sponsor’s form of declaration and release); and (b) sign and return within ten(10) business days of notification the Sponsor’s declaration and release form, which (among other things): (i) confirms compliance with these Rules; (ii) acknowledges acceptance of the applicable Prize (as awarded); (iii) releases the Released Parties from any and all liability in connection with this Contest, his/her participation therein and/or the awarding and use/misuse of the applicable Prize or any portion thereof; and (iv) agrees to the publication, reproduction and/or other use of his/her name, city and province/territory of residence, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner whatsoever, including print, broadcast or the internet. If an eligible winner: (a) fails to correctly answer the skill-testing question; (b) fails to return the properly executed Contest documents within the specified time; (c) cannot accept (or is unwilling to accept) the applicable Prize (as awarded) for any reason; and/or (d) is determined to be in violation of these Rules (all as determined by the Sponsor in its sole and absolute discretion); then he/she will be disqualified (and will forfeit all rights to the applicable Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate eligible entrant from among the remaining eligible Entries submitted and received in the applicable Tier in accordance with these Rules (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner).

11. GENERAL CONDITIONS:

This Contest is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all entrants without right of appeal. ANYONE DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THE SPONSOR’S INTERPRETATION OF THE LETTER AND/OR SPIRIT OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.

The Released Parties will not be liable for: (i) any failure of the Website or any other website, platform or device during the Contest; (ii) any 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; (iii) the failure of any Entry, Request, Donation and/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; (iv) 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; (v) anyone being incorrectly and/or mistakenly identified as a winner or eligible winner; and/or (vi) any combination of the above.

The Sponsor reserves the right, in its sole and absolute discretion, to withdraw, amend or suspend this Contest (or to amend these Rules) in any way, in the event of any cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules, including, without limitation, any error, problem, computer virus, bugs, tampering, unauthorized intervention, fraud or failure of any kind whatsoever. Any attempt to undermine the legitimate operation of this Contest in any way (as determined by Sponsor in its sole and absolute discretion) may be a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor reserves the right, in its sole and absolute discretion, to cancel, amend or suspend this Contest, or to amend these Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever. Without limiting the generality of the foregoing, the Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law.

By entering this Contest, each entrant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted for the purpose of administering the Contest and in accordance with Sponsor's privacy policy (available at: <http://www.cancer.ca/en/about-our-site/privacy-policy>). This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

The Sponsor reserves the right, in its sole and absolute discretion, to adjust any of the dates, timeframes and/or other Contest mechanics stipulated in these Rules, to the extent deemed necessary by the Sponsor, for purposes of verifying compliance by any entrant, Entry, Request, Donation and/or other information 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 Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules, or for any other reason.

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, television, print or online advertising and/or any instructions or interpretations of these Rules given by any representative of the Sponsor, the terms and conditions of these Rules shall prevail, govern and control to the fullest extent permitted by law.

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 the terms as if the invalid or illegal provision were not contained herein.

To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules or the rights and obligations of participants, Sponsor or any of the other the Released Parties in connection with the Contest will be governed by and construed in accordance with the domestic laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws. The parties hereby consent to the exclusive jurisdiction and venue of the courts located in Ontario in any action to enforce (or otherwise relating to) these Rules or relating to this Contest.