THE TEMISKAMING FOUNDATION - VITAL SIGNS 2024 SURVEY DRAW

THIS DRAW IS ONLY OPEN TO CANADIAN RESIDENTS AND IS GOVERNED BY CANADIAN LAW.

NO PURCHASE OR DONATION NECESSARY. SEE BELOW FOR FULL CONTEST DETAILS. PARTICIPATION IN THIS CONTEST CONSTITUTES YOUR FULL AND UNCONDITIONAL ACCEPTANCE OF, AND AGREEMENT TO BE LEGALLY BOUND BY, THESE RULES ("CONTEST RULES").

SUBMISSION PERIOD

1) The submission period begins on Monday, July 1, 2024 at 12:00 a.m. Eastern Time ("ET") and ends on Monday, August 31, 2024 at 12:00 p.m. ET (the "Submission Period").

ELIGIBILITY

2) Contest is open to residents of Canada who have reached the legal age of majority in their province/territory of residence at the time of entry, except employees of The Temiskaming Foundation (the "Sponsor") and any entity involved in the development, production, implementation, administration, or fulfillment of the Contest (collectively, the "Contest Parties").

HOW TO ENTER

- 3) NO PURCHASE NECESSARY. See below for details on entering the Contest without needing to consent to receive possible promotional communications from The Temiskaming Foundation. To participate in this Contest you must:
- (a) Complete and submit The Temiskaming Foundation's Vital Signs 2024 Survey (found at ttfvitalsigns.questionpro.com). The survey is deemed completed when all the following elements are satisfied (together, a "Completed Survey"):
- (i) at least 75% of the questions have a valid response; and
- (ii) all sections of the survey have been viewed and the submission has been formally recorded, as verified by the completion page.
- (b) Complete and submit the Draw form (a "Completed Draw Form") by:
- (i) providing a valid verification code found on the completion page; and
- (ii) providing a valid email at which the entrant can be reached. The submission of this form signifies your agreement that you have read and agree to be legally bound by the terms and conditions of these Official Rules and Regulations (the 'Rules'), and consent to

receiving promotional emails from The Temiskaming Foundation about the Vital Signs Project and other non-commercial initiatives through The Temiskaming Foundation.

- 4) To be eligible, your Entry must be submitted and received during the Submission Period and in accordance with these Rules. All eligible Entries submitted and received in accordance with these Rules will be entered into the random prize draw. The Draw Parties and each of their respective officers, directors, employees, agents, representatives, successors and assigns (collectively, the 'Released Parties') take no responsibility for any lost, stolen, delayed, illegible, damaged, misdirected, late or destroyed Entries/Requests (all of which are void).
- (a) Completed surveys must: (i) not be explicit, offensive, obscene, or profane, and must not be derogatory toward any ethnicity, race, gender, sexual orientation, religion, profession, or age group, or promote any activities that may be unsafe or dangerous, as determined by The Temiskaming Foundation, in its sole and absolute discretion; (ii) not violate any law or regulation; (iii) not be libelous, threatening or harassing; (iv) not instigate others to commit illegal activities or violate human rights; and (v) not contain any viruses, worms, or other interfering computer programming.
- (b) To revoke your consent, or to submit a valid entry without needing to consent to receive promotional communications from The Temiskaming Foundation that are non-commercial in nature: (i) Email vital.signs@temiskamingfoundation.ca with the subject line "Vital Signs Survey Draw Email Exclusion" referencing your verification code and email in the message body; or (ii) when promoted for the Verification Code in the Draw Form, enter your given verification code followed by "_emailexclusion".
- 5) You will receive one (1) Entry in the Draw when you submit a Completed Survey and Completed Draw Form as described in Section 3 and 4, above and in accordance with these Rules. There is a limit of one (1) Entry per person (regardless of the method of entry). For greater certainty and the avoidance of any doubt, you can only use one (1) email address to enter the Contest. 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: (i) obtain more than one (1) Entry (regardless of the method of entry); and/or (ii) use multiple names, identities, email addresses and/or any automated, macro, script, robotic or other system(s) or program(s) 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. Your Entry may be rejected if (in the sole and absolute discretion and submitted and received in accordance with these Rules.

DRAW AND WINNER SELECTION

- 6) On Friday, September 6, 2024, in Temiskaming Shores, Ontario, at approximately 2:00 p.m. ET, three (3) eligible entrants will be selected by random draw from all eligible entries received during the Contest Period. The odds of winning depend on the number of eligible entries received.
- 7) The Sponsor or its designated representative will make a minimum of three (3) attempts to contact each eligible winner (using the information provided on the Draw Form, as applicable) within five (5) business days of the Draw Date. If an eligible winner cannot be contacted within five (5) business days of the Draw Date, 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 a Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate eligible winner from among the remaining eligible Entries submitted and received in accordance with these Rules (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner).

BEFORE BEING DECLARED 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) electronically submit the Sponsor's declaration and release form, which (among other things): (i) confirms compliance with these Rules; (ii) acknowledges acceptance of the 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 Prize or any portion thereof; and (iv) agrees to the publication, reproduction and/or other use of his/her name, statements about the Draw without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner or medium whatsoever, including print 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 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 a Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate eligible winner from among the remaining eligible Entries submitted and received in accordance with these Rules (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner).

PRIZES

8) There will be three (3) Prizes (each, a 'Prize' and collectively, the 'Prizes') available to be won, each consisting of a Gift Card or Gift Certificate to a business located in the Timiskaming District. Each Prize has an approximate retail value of \$50 or less and 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). No substitutions except at Sponsor's option. Sponsor reserves the right, in its sole and absolute discretion, to substitute a Prize with a prize of equal or greater retail value, including, without limitation, but at Sponsor's sole and absolute discretion, a cash award. There is a limit of one (1) Prize per person.

GENERAL

- 9) All Entries become the property of the Sponsor. 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, including, without limitation, any decisions regarding the eligibility/disqualification of Entries and/or entrants. ANYONE DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.
- 10) The Released Parties will not be liable for: (i) any failure of the Website during the Contest; (ii) any technical 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 or other information to be received, captured or recorded for any reason whatsoever; (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; and/or (v) any combination of the above.
- 11) In the event of a dispute regarding who submitted an Entry, the Sponsor reserves the right, in its sole and absolute discretion, to deem the Entry to have been submitted by the authorized account holder of the email address submitted at the time of entry. 'Authorized account holder' is defined as the person who is assigned an email address by an internet provider, online service provider, or other organization (e.g. business, educational institute, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. An entrant may be required to provide proof (in a form acceptable to the Sponsor 'including, without limitation, government issued photo identification) that he/she is the authorized account holder of the email address associated with the Entry/Request in question.
- 12) The Sponsor reserves the right, subject only to the approval of the Régie des alcools, des courses et des jeux (the 'Régie') in Quebec, 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, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud or technical failure. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest in any way (as determined by Sponsor in its sole and absolute discretion) could 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, with the consent of the Régie, reserves the right 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 forgoing, 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.

- 13) By entering this Contest, each entrant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted with his/her Entry only for the purpose of administering the Contest and in accordance with Sponsor's 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.
- 14) The Sponsor reserves the right, subject only to the approval of the Régie in Quebec, to adjust any of the dates, timeframes and/or other Contest mechanics stipulated in these Rules, to the extent necessary, for purposes of verifying compliance by any entrant, Entry or Request 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.
- 15) In the event of any discrepancy or inconsistency between the terms and conditions of these English Rules and disclosures or other statements contained in any Contest-related materials, the terms and conditions of these English Rules shall prevail, govern and control to the fullest extent permitted by law.