



LEGACY SCHOOLS REFERRAL CONTEST

Official Rules and Regulations

The Legacy Schools Referral Contest (the **“Contest”**) is sponsored by the Gord Downie & Chanie Wenjack Fund (the **“Sponsor”**), located at PO BOX 749, OHSWEKEN, ON N0A1M0. A copy of these official Contest rules (the **“Rules”**) are available on our website at <https://downiewenjack.ca/our-work/legacy-schools-programs/referral/>.

1. ELIGIBILITY

The Contest is open to legal residents of Canada, excluding Quebec (the **“Entrant”**), who are over the age of majority in their province/territory.

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 February 13th, 2023 and will end at 11:59:59 p.m. (EST) on March 31st, 2023 (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 refer an educator or youth group leader to the Legacy Schools program. Both the referrer and referee are entered into the contest. The referee will enter both participants by providing their name, email address, and the name and email address of the person who referred them to the program in the registration form (the **“Entry”**).

Unlimited Entries per individual. Referees can only register for the program once, however referrers can make unlimited referrals. A referee can also make referrals to increase their odds of winning.

Winners are only eligible to win one prize. Once a winner is selected, their additional entries

are invalid.

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 nine (9) prizes total from five (5) different Indigenous businesses in Canada each available to be won by nine (9) Entrants in Canada (each a "Prize"). The prizes and their corresponding value are as follows:

- Six (6) Gord Downie & Chanie Wenjack Fund sweaters valued at \$60 each to be won by six (6) entrants.
- Five (5) Bangin' Bannock gift cards worth \$20 each available to be won by five (5) Entrants in Canada
- One (1) Patrick Hunter Art & Design gift card with \$100 available to be won by one (1) Entrant in Canada
- One (1) Emily Kewageshig's Giizhig Studio gift card with \$100 available to be won by one (1) Entrant in Canada
- One (1) Nish Tees gift card with \$100 available to be won by one (1) Entrant in Canada
- One (1) Goodminds gift card with \$100 available to be won by one (1) Entrant in Canada

The Prizes 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 Prizes become unavailable for any reason.

The value of the Prizes 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 Prizes.

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

5. WINNER SELECTION

The Sponsor will select the fifteen (15) winners on April 10, 2023, 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 Prizes.

The nine (9) winners of the Contest will be determined by a random draw conducted by

members of Sponsor's staff.

The Sponsor will notify the selected Entrants by email at the email addresses provided (the "**Notification**"). In order to be declared a winner and receive a Prize, 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 they:
 - i. agree 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 Prize; 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 Prize 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 Prizes 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 Prize 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 may also be posted on @downiewenjack social media accounts.

The Sponsor's Privacy Policy can be accessed at <https://downiewenjack.ca/wp-content/uploads/2019/05/Privacy-Policy.pdf>.

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 Prizes, resulting from the participation in this Contest.

By accepting the Prizes, the winners release the Sponsor and the Sponsor Parties from any and all liability and responsibility with respect to the Prizes (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 Prizes.

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 Prizes.

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 Prizes 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.