

## **Great Grocery Giveaway Official Contest Rules**

## NO PURCHASE OR DONATION OF ANY KIND IS NECESSARY TO ENTER OR WIN.

- **1. SPONSOR:** The Great Grocery Giveaway is sponsored by the Comox Valley Healthcare Foundation 101 Lerwick Rd, Courtenay BC V9N 0B9 (the "Sponsor").
- 2. **ELIGIBILITY:** The Contest is open to legal residents of British Columbia, who have reached the age of majority in their province or territory of residence at the time of entry, with the exception of employees of the Sponsor, its Board of Directors, parent, related and affiliated companies, subsidiaries, departments or agencies, franchisees, suppliers, advertising and promotional agencies, contest administrators, and any other parties engaged in the development, production or distribution of Contest materials and those living in the same household. By participating in this Contest, entrants acknowledge compliance with, and agree to be bound by, these Contest Rules. Entrants who do not comply with any of the Contest Rules are subject to disqualification by the Sponsor, in the Sponsor's sole discretion.
- **3. CONTEST DATES AND TIMES:** The Great Grocery Giveaway (the "Contest") begins November 12th, 2024 at 12:01 a.m. PST and ends on December 31, 2024 at 11:59:59 p.m. PST (the "Contest End Date") after which time the Contest will be closed and no further entries shall be accepted.
- 4. HOW TO ENTER: You can enter by completing the online form at https://www.cvhealthcarefoundation.com/grocery-giveaway/ or fill in the form included in our Seniors' Health mailer and return it by mail. For this Contest, receipt of an online entry occurs when the Sponsor's servers record the entry information; receipt of a mailed in entry occurs when the Sponsor has received the form in the mail. All participants whether submitting by mail or online will be put into the same draw. All entries must contain a complete first and last name, telephone number, mailing address and e-mail address to be a valid entry and are subject to verification by the Sponsor in its sole discretion. Limit one entry per household/e-mail address.

Any attempt or suspected attempt to use robotic, automatic, programmed, or otherwise, illicit means to enter the Contest, or any other methods not authorized by these Contest Rules, for example, but not limited to, creating multiple accounts, identities, or registrations, all in the Sponsor's sole discretion, shall be deemed as tampering and may disqualify you from entering, participating and/or winning a prize. Entry forms that contain false or incomplete information are void. Entries that are late, lost, stolen, illegible, contain false information, are damaged, misdirected, mutilated, garbled or incomplete, altered or otherwise irregular or that do not conform with or satisfy any or all of the conditions of the Contest Rules are void. Proof of transmission (screenshots or captures, etc.) does not constitute proof of entry or receipt of an entry.

Entrants agree to receive occasional correspondence from the Comox Valley Healthcare Foundation. Entrants can unsubscribe from communication at any time.

**5. CONTEST PRIZES:** There is a total of one (1) prize available to be won as follows: (i) Free groceries valued at \$1,000. The prize will be presented as gift cards arranged by Sponsor in its sole discretion up to a maximum of \$1,000. No alternative cash prize is available.

All winners assume any and all liability for any injury or damage caused, or claimed to be caused, by entering, participating in this promotion or use or redemption of a prize. The prize must be accepted as awarded and have no cash value. Sponsor will not replace any lost or stolen prizes. Any other taxes, costs or expenses associated with the prizes not specified herein will be the responsibility of selected winners. The prize or any portion thereof cannot be combined with other discounts, promotions or special offers. Sponsor reserves the right to substitute an alternate prize of equal or greater value if an advertised prize is unavailable at time of award.

- **6. ODDS OF WINNING:** The odds of winning depend on the number of eligible entries received before the Contest End Date.
- **7. SKILL TESTING QUESTION:** The Selected Entrant will be required, as a condition to winning a Prize, to correctly answer the Sponsor's time-limited, mathematical skill-testing question to be administered on the Selected Entrant Declaration and Release Form.
- **8. WINNER SELECTION AND CONFIRMATION:** On Tuesday, January 7 2025 (the "Draw Date") the Sponsor, or an employee, agent or other representative of the Sponsor, will conduct a random draw from all eligible entries and select the potential winner ("Selected Entrant"). The Selected Entrant will be deemed winner if they meet all of the eligibility criteria set out in these Contest Rules. If a Selected Entrant does not meet the eligibility criteria, he/she will be disqualified and will not receive a prize and another entrant will be selected by way of a random draw from the remaining eligible entries.

Before being declared a winner, Selected Entrants will be required to: (i) correctly answer the Sponsor's skill-testing question; (ii) provide photo identification that matches the details on the Entry form; (iii) sign and return the Sponsor's Declaration and Release Form (iv) comply with all other Contest Rules, all in the sole discretion of Sponsor.

Selected Entrants will be notified by telephone within two (2) business day of the draw and will be contacted using the telephone number provided at the time of entry into the Contest. Up to three attempts will be made within 72 hours following the draw. A Selected Entrant that does not or cannot accept the Prize, may be forfeited and a new Selected Entrant selected by random draw, in the Sponsor's sole discretion. Signed Declaration and Release forms must be received by the Sponsor in order for the Prize to be issued. The Sponsor is not responsible for the failure for any reason whatsoever of a Selected Entrant to receive notification or for the Sponsor to receive a Selected Entrant's response.

Disputes regarding identity of entrant: If the identity of a Selected Entrant is disputed, the entry will be deemed to have been submitted by the Authorized Account Holder (the individual assigned to the e-mail address for the domain associated with the submitted e-mail address). Each Selected Entrant may be required to provide proof that he/she is the Authorized Account Holder of the e-mail

address associated with the selected entry.

Return of any prize or winner notification as undeliverable, inability to reach Selected Entrant, failure of Selected Entrant to respond to notification by the deadline, failure to provide proof of eligibility (if requested), the Release, or other required documentation in a timely manner, failure to correctly answer the skill-testing question, or other non-compliance with these Official Contest Rules may result in disqualification, forfeiture of the prize and, at Sponsor's sole discretion, selection of an alternate Selected Entrant for the forfeited prize in accordance with these Official Contest Rules, who will be subject to disqualification in the same manner.

- **9. RIGHT TO VOID / TERMINATE / SUSPEND / MODIFY:** Sponsor reserves the right to terminate, suspend or modify this Contest, in whole or in part, at any time and without notice or obligation if, in Sponsor's sole discretion, any factor interferes with its proper conduct as contemplated by these Official Contest Rules. Without limiting the generality of the foregoing, if the Contest, or any part thereof, is not capable of running as planned for any reason, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, programming errors, or technical failures, which, in the sole discretion of Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, Sponsor may, in their sole discretion, void any suspect entries and: (a) terminate the Contest, or any portion thereof; (b) modify or suspend the Contest, or any portion thereof, to address the impairment and then resume the Contest, or relevant portion, in a manner that best conforms to the spirit of these Official Contest Rules; and/or (c) award the Prizes from among the eligible, non-suspect entries received up to the time of the impairment in accordance with the winner selection criteria discussed above.
- 10. **RELEASE AND INDEMNIFICATION:** The winner must sign the Sponsor's Declaration and Release Form to: (i) confirm compliance with the Contest Rules; (ii) agree to accept the prize as awarded; (iii) release, discharge and hold harmless the Sponsor, its departments and agencies, parent, related and affiliated companies, subsidiaries, franchisees, advertising and promotional agencies, counsel, marketing partners and each of their respective directors, officers, employees, shareholders, successors, sponsors, partners, licensees, subsidiaries, agents, artists, advisors, assignees, and all others associated with the administration, development and execution of the Contest (the "Released Parties") from and against any and all manner of action, cause of action, claim or demand, loss or injury, use or misuse of a prize, and the use of the Entry by the Sponsor, suit, debt, covenant, contract, including legal fees and expenses, whatsoever, including but not limited to, claims based on negligence, breach of contract and fundamental breach, failure of any third party contractor or supplier used in connection with any aspect of the Contest to perform or deliver any goods or services, any act of God or any other event beyond the Released Parties' control, any dissatisfaction of any kind by a winner with any aspect of the Contest or any prize, liability for physical injury, death, or property damage which the entrants, quests, their heirs, successors or assigns have, might have or could have suffered, by reason of or arising out of the entrant's participation in the Contest and/or in connection with the acceptance and/or exercise by the entrant of the Prize as awarded; and (iv) indemnify the Released Parties against any loss, damage or expense, including legal fees, that any of the Released Parties may suffer or incur as a result of any non-compliance by an entrant with any of the Contest Rules or participation in the Contest and/or in connection with the acceptance and/or exercise by an entrant of a prize, including any travel thereto and the use of the Entry by Sponsor.

The Sponsor is not responsible for: (i) incorrect or inaccurate entry information which may affect a person's ability to participate in the Contest or be awarded a prize, including but not limited to human error, technical malfunctions, lost or delayed entries for any reason, mail failures, omission, or any combination thereof, and entries which fail to fully comply with these Contest Rules; (ii) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (iii) lost, incomplete, delayed, mutilated or misdirected entries or Declaration and Release forms; (iv) injury or damage to the entrant's computer or to any other individual's computer related to or resulting from participating in, or downloading any material regarding the Contest or accepting a prize; (v) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize, including any travel related thereto and the use of the Entry by Sponsor; (vi) the security or privacy of information transmitted via computer networks or for breaches of privacy due to interference by third party computer "hackers" or otherwise; or (vii) late, lost, misdirected or unsuccessful efforts to notify a potential winner.

- 11. **CONDUCT:** The Sponsor reserves the right, in its sole discretion, to disqualify any entrant it finds to be: (i) violating these Contest Rules; (ii) tampering or attempting to tamper with the entry process or the operation of the Contest; (iii) acting in an un-sportsperson-like or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person, all in the discretion of the Sponsor. Any attempt by an entrant or any other individual to undermine the legitimate operation of the Contest may be a violation of criminal and/or civil laws. Should any such attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law.
- **12. OTHER CONDITIONS:** The Sponsor reserves the right to terminate or amend this Contest at any time and in any way, without prior notice. Without limiting the foregoing, if, for any reason, the Contest is not capable of running as originally planned for any reason, the Sponsor reserves the right to cancel the Contest and conduct a random draw from all previously received eligible entries received by the Contest End Date.

Law: The Contest is void where prohibited by law and is subject to all applicable Canadian federal, provincial, territorial, municipal and local laws. This Contest shall be governed exclusively by the laws of the Province of British Columbia - British Columbia's Gaming Control Act and the federal laws of Canada applicable therein.

Rule amendments: The Sponsor reserves the right, in its sole discretion, to amend or modify these Contest Rules, or modify, cancel or suspend this Contest, without prior notice for any reason whatsoever, including without limitation in the event that any cause beyond the reasonable control of the Sponsor corrupts, or threatens to corrupt, the security or proper administration of the Contest.

Intellectual Property: All intellectual property, including but not limited to trademarks, logos, designs, promotional materials, web pages, source codes, images, drawings, illustrations, slogans and representations are owned by the Sponsor. All rights are reserved. Unauthorized copying or use of any copyrighted material or other intellectual property without the express written consent of the Sponsor is strictly prohibited. The Sponsor's marketing or other partners, if any, shall also have access to and rights to reproduce, copy or otherwise use any materials generated by this Contest or any submissions or materials generated by entrants.