

# A WEEK OF GIVING

## Official Sweepstakes Rules and Regulations

### No Purchase Necessary

No purchase or payment of any kind is necessary to enter or win the sweepstakes. A purchase will not improve your chances of winning.

### Entry Period

Entries will be accepted online starting on December 7, 2020, at 5:00 AM (PST) and ending December 13, 2020, at 11:59 PM (PST). All online entries must be received by December 13, 2020, at 11:59 PM (PST).

### Eligibility

The Sweepstake is open only to those legal residents of Canada, excluding QC, who are 18 years of age or older as of the date of entry and who meet the eligibility requirements. Employees of The David Foster Foundation (the "Sponsor"), its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the "Employees"), and immediate family members and/or those living in the same household of Employees are not eligible to enter the Sweepstake. All Federal, provincial and local rules and regulations apply. Void where prohibited or restricted by law.

### How to Enter

Participants may enter the Week of Giving Giveaway via Instagram and Facebook.

To enter via Instagram:

As a registered Instagram Account holder, participants must follow @davidfosterfoundation on Instagram, like the sweepstakes photo and comment on it by tagging three friends (separate accounts). One entry per participant. For each entry, participants will qualify for a chance to win one prize included in the list of prizes for themselves. The prize will be chosen from the list at random. At the conclusion of the sweepstakes, @davidfosterfoundation will announce the winners on the same sweepstakes photo.

To enter via Facebook:

As a registered Facebook Account holder, participants must like the David Foster Foundation page on Facebook, like the sweepstakes photo and comment on it by responding to the prompt outlined in the description of the photo. One entry per participant. For each entry, participants will qualify for a chance to win one prize included in the list of prizes for themselves. Prize will be chosen from the list at random. At the conclusion of the sweepstakes, The David Foster Foundation will announce the winners on the same sweepstakes photo.

The David Foster Foundation (the “Sponsor”) reserves the right to delete any comments, for any reason. Entries cannot defame, misrepresent or contain disparaging remarks about Sponsor or any of its products, or other people, products or companies or communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor associates. Sponsor reserves the right to monitor and will monitor or screen entries and delete if required in its sole discretion. By entering, you acknowledge that your entry may be posted on the Sponsor’s Website(s) or other media pages, at Sponsor’s sole discretion. Sponsor has no obligation to use or post any photo you submit. Sponsor shall have full right and power to copy, publish, broadcast, display, distribute, use, edit, translate, alter, combine with other material, reuse and adapt any or all portions of the entries in any way and for any purpose whatsoever, at any time, now or in the future, in any media now known or hereafter devised throughout the world in any manner whatsoever and for any purpose. Online entries that are not in accordance with these Official Rules as stated herein or are not received during the Sweepstakes Period will be ineligible. Entries cannot (a) be sexually explicit or suggestive, violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, contain nudity or any materially dangerous activity; (b) promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message; (c) be obscene or offensive, endorse any form of hate or hate group; (d) contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses. Any entry that, in the sole opinion of Sponsor, is deemed to be inappropriate is ineligible.

NOTE: Entry must be made by the entrant using their Instagram or Facebook account. Entries made by any other individual of any entity, and/or originating at any other Internet web site or email address, including but not limited to commercial sweepstakes subscription notification and/or entering service sites, will be declared invalid and disqualified for this Sweepstakes. The use of any device to automate the entry process is prohibited.

## Prizes

Eight (8) winners will be randomly selected from all eligible entries. Each winner will receive one (1) gift randomly selected from the following list:

1. A 15-minute video call with David Foster accompanied with a signed photo of the celebrity. (Valued at CA\$0)
  - *Disclaimer: The winner of this prize will have to be vetted by The David Foster Foundation before booking the video call with David Foster. A quick meet and greet with a member of The David Foster Foundation will be required.*
2. A limited edition Saje® AromaOm® Blush Diffuser with essential oils. (Valued at CA\$110)
3. An Ultimate Ears® Wonderboom™ Bluetooth Speaker. (Valued at CA\$79)
  - *Description: Midnight Blue | 984-001192*
4. A pair of Aftershokz® Titanium Wireless Bone Conduction Headphones. (Valued at CA\$129)
  - *Description: Slate Grey | AS600SG*
5. A Samsung Galaxy Tab E. (Valued at CA\$120)
  - *Description: 8.0”/po 16 GB LTE Black | SM-T377W*
6. A \$200 Boston Pizza Gift Card. (Valued at CA\$200)
  - *Redeemable at any Boston Pizza location in Canada.*
7. A \$150 Boston Pizza Gift Card. (Valued at CA\$150)
  - *Redeemable at any Boston Pizza location in Canada.*

8. A \$100 Boston Pizza Gift Card. (Valued at CA\$100)
  - o *Redeemable at any Boston Pizza location in Canada.*

The total number of eligible entries received determines the odds of winning a prize. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by The David Foster Foundation. No cash or other prize substitution shall be permitted except at The David Foster Foundation's discretion. The prize is non-transferable. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for The David Foster Foundation to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation unless prohibited by law. The prize will be shipped to the winner at the expense of the Sponsor.

### **Winner Selection**

Eight (8) winners will be selected by random drawing. Winners will be chosen from all eligible entries received, and the potential winners will be notified on Instagram or Facebook by December 16th, 2020.

Potential winners will be notified by Instagram or Facebook Direct Message and will be required to correctly answer an unaided, time-limited, mathematical skill-testing question. Potential winners are responsible for checking their inbox for messages from The David Foster Foundation.

The potential winners will be required to respond to the notification within one (1) day. The potential winners may be required to execute an Affidavit of Eligibility and Liability/Publicity Release form ("Eligibility/Liability Form") within two (2) days of notification or the prize will be forfeited, and an alternate winner will be randomly selected from all eligible entries received. Failure to respond to notifications and/or all required forms within 3 days or to comply with any other provision of this Sweepstakes may result in the potential winner being disqualified and an alternate winner selected. If a prize notification or a prize is returned as undeliverable for any reason, the applicable prize will be awarded to an alternate winner. Prizes are not transferable, assignable, or redeemable for cash. All decisions are final. All Federal, provincial and local tax liabilities are the responsibility of the winners.

### **Agreement to Rules**

By participating, the Contestant ("You") agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, you agree to accept the decisions of The David Foster Foundation as final and binding as it relates to the content of this Campaign.

Sweepstakes is not sponsored, endorsed or administered by Instagram or Facebook, nor are Instagram or Facebook associated with this Sweepstakes in any way. By entering, you acknowledge that Instagram and Facebook bear no responsibility for this promotion and you acknowledge that Instagram and Facebook bear no liability whatsoever in connection with this promotion. You understand that you are providing information to the Sponsor and not to Instagram or Facebook. Any questions, comments or complaints regarding the Sweepstakes must be directed to the Sponsor, and not to Instagram.

### **General**

Entrants release and waive any claims they may have against The David Foster Foundation for any and all injuries, claims, damages, losses, costs, or expenses of any kind (including without limitation attorney's fees) resulting from acceptance, use, or misuse of any prize or parts thereof, or participation in this Sweepstakes. If for any reason, this Sweepstakes is not capable of running as planned, the Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify, or suspend this Sweepstakes, or any portion thereof.

If for any reason, this sweepstakes is not capable of running as planned, or if this Sweepstakes or any web site associated therewith (or any portion thereof) becomes corrupted or does not allow the proper playing of the Sweepstakes and processing of entries in accordance with these rules, or if infection by computer virus, bugs, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes, in the Sponsor's sole opinion, corrupts or affects the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, The Sponsor reserves the right, at its sole discretion, to disqualify any individual implicated in such action and/or to cancel, terminate, modify, or suspend this Sweepstakes or any portion thereof. In the event this Sweepstakes is cancelled, the Sponsor reserves the right to conduct a random drawing to award all remaining prizes from among all eligible, non-suspect online entries received prior to the time of the action or event warranting such cancellation. If such cancellation, termination, modification, or suspension occurs, notification will be posted at the Entry Site. Any attempt by an entrant or any other individual to deliberately damage any web site or undermine the legitimate operation of the Sweepstakes is a violation of criminal and/or civil laws and should such an attempt be made; the Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Where a dispute arises about who submitted an online entry, the entry will be deemed submitted by the authorized account holder of the email account entered. The authorized account holder is deemed the natural person who is assigned to an email address by an Internet access provider, service provider, or other online organization that is responsible for assigning email addresses for the domain associated with the submitted email address. A potential winner may be requested to provide the Sponsor with proof that the potential winner is the authorized account holder of the email address associated with the winning entry and that all eligibility requirements are met.

The Sponsor and any and all Internet server(s) and access provider(s) (collectively, "Promotion Entities"), and each of their respective affiliates, subsidiaries, parent corporations and advertising and promotional agencies, and all of their officers, directors, shareholders, employees and agents (collectively with the Promotion Entities, the "Releases") are not responsible for: any incorrect or inaccurate entry information; human errors; technical malfunctions; failures, omissions, interruptions, deletions or defects of any telephone network, computer online systems, computer equipment, servers, providers, or software, including without limitation any injury or damage to participant's or any other person's computer relating to or resulting from participation in the Sweepstakes; inability to access the Entry Site; theft, tampering, destruction, or unauthorized access to, or alteration of, entries; data that is processed late or incorrectly or is incomplete or lost due to telephone, computer or electronic malfunction or traffic congestion on telephone lines or the Internet or any web site (including the Entry Site) or for any other reason whatsoever; printing or other errors; any entries which are late, lost, incomplete, misdirected, stolen, mutilated, illegible, or any combination thereof.

Incomplete entries will be disqualified. All entries become the property of the Sponsor and will not be acknowledged or returned. False, fraudulent or deceptive entries or acts shall render entrants ineligible. By entering the Sweepstakes, entrants affirm that they have read and accepted these Official Rules. The Sweepstakes shall be governed by and construed in accordance with the laws of Canada. By entering the

Sweepstakes, entrants hereby submit to the jurisdiction and venue of the federal and provincial courts of British Columbia and waive the right to have disputes arising out of the subject matter hereof adjudicated in any other forum.

### **Winner's List**

For an official winner's list, send a self-addressed stamped envelope to THE DAVID FOSTER FOUNDATION, Victoria Head Office, A Week of Giving Sweepstakes, 212 Henry Street, Victoria, BC, V9A 3H9. All requests must be received within one (1) month following The Week of Giving Sweepstakes end date.