



CANADA LEARNING CODE WEEK 2020 PRIZE PACK CONTEST OFFICIAL RULES

1. **NO PURCHASE IS NECESSARY TO ENTER OR TO CLAIM THE PRIZE FOR THE CANADA LEARNING CODE WEEK 2020 FAMILY CONTEST (THE "CONTEST"). THE CONTEST ENDS DECEMBER 21, 2020 AT 11:59 PM ET.**
2. **How to Enter:** The Contest begins Sunday, November 15, 2020 at 11:00 AM ET and ends December 21, 2020 at 11:59 PM ET (the "Contest Period"). To enter and be eligible to win, your entry must be in accordance with the specifications as stated on the Canada Learning Code website. In order to enter the contest you must:
 - a) during the period of November 15th and December 11th, complete at least one activity and/or lesson plan as outlined on the Contest website <https://www.canadalearningcode.ca/canada-learning-code-week-2020/> (the "Website");
 - b) submit your entry, including all required information, through the Impact Form sent by email, event slide deck or found in the Digital Kit (collectively, the "Entry"). Entries submitted before or after the Contest Period will not be eligible for consideration and will be automatically disqualified. Entries are NOT limited to one entry per family. You can submit all of your entries at once or enter the contest multiple times. In order to enter the contest multiple times, you must complete a selected activity or lesson plan and fill out the Impact Form each time. The Sponsor and its affiliates, subsidiaries, advertising and promotional agencies and suppliers of prizes, materials or services related to this Contest will not assume any responsibility for incomplete, incorrect or inaccurate entry information, including, but not limited to, human or technical errors, printing errors, lost/delayed/garbled data or transmissions, omission, interruption, deletion, defect or failures of any telephone or computer line or network, computer equipment, software or any combination thereof.
3. **Entry specifications:** The Entry may not contain any objectionable content, as determined in the sole opinion of the Sponsor, and must be appropriate for a general family audience. More specifically, by entering the Contest, entrants agree not to submit an Entry that includes unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent material of any kind, or that include any blatant expression of bigotry, racism, hatred or harassment or material that does not pertain to the theme of the Contest. By entering the Contest, entrants: (a) declare and warrant that they have all necessary rights, including copyright, to submit their Entry for the purposes

of the Contest and to grant the rights specified in item (d) of this section; (b) declare and warrant that the submission of the Entry and the use by Sponsor of the contents of said Entry, as specified in item (d) of this section, does not infringe the rights of third parties; (c) declare and warrant that every recognizable person appearing in the Entry submission, if applicable, have expressly consented to the uploading and use of the contents of such Entry in connection with the Contest and by Sponsor as specified in item (d) of this section; and (d) automatically grant (or warrant that the owner of rights in said Entry submission expressly grants) the Sponsor, its subsidiaries, affiliates or authorized agents worldwide, unlimited, perpetual, royalty-free, irrevocable and non-exclusive right and license to use, copy, display, translate, reproduce, publish, transfer, adapt, edit, exploit, broadcast, transmit, communicate, publicly display and/or distribute the contents of such Entry and create compilations and derivative works from such Entry for purposes of promoting/advertising the Contest and the Sponsor's products, services and activities. In addition, entrants warrant that all "moral rights" in connection with the Entry and works appearing in said Entry have been waived (including their own moral rights). All Entry submissions are final and no changes or substitutions are allowed. Entry submissions will not be returned. Sponsor reserves the right to disqualify any entrant who has made an Entry submission that does not comply in any aspect with this section.

- 4. Eligibility:** The Contest is only open to residents of Canada. Employees of, representatives and agents of, Canada Learning Code, Inc. (the "Sponsor"), the Sponsor's affiliates, subsidiaries, advertising and promotional agencies, suppliers of prizes, materials or services related to this Contest, authorized distributors and dealers of the Sponsor's products, and any members of any of their immediate families (defined as legal or common-law spouse, mother, father, in-laws, grandmother, grandfather, brother, sister, children and grandchildren) and members of their same household are not eligible to participate in the Contest.
- 5. Prizes and Approximate Value:** There will be a maximum of 26 (twenty six) prize packages (two packages per province and territory of Canada), each with an approximate retail value of \$950.00 CAD (collectively, the "Prize"). The Prize will become the property of the family to whom it is awarded.

For each winner of the prize draw, the Prize shall consist of:

- One (1) Asus Laptop (Approximate value is \$399.00)
- One (1) Samsung Phone (Approximate value is \$449.00)
- One (1) #clc Cardboard VR readers (Approximate value is \$2.50)
- One (1) Little Robot Friends (Approximate value is \$79.99)
- One (1) Littlecodr (Approximate value is \$20.00)

- 6. Prize Restrictions:** The Prize must be accepted as awarded, as per the description in these Official Rules. No prize substitution, cash equivalent, or transfer of prizes is permitted. However, in the event where, for reasons not related to the winners, the Sponsor cannot award the Prize as described in these Official Rules, it reserves the right to award a prize of the same nature and of equivalent or greater value or, at its sole discretion, the cash value of the Prize mentioned in these Official Rules. The winners are responsible for the payment of, where applicable, all taxes and registration fees (including, but not limited to, federal, provincial and local income, sales, use and franchise taxes) on that winners' Prize and for any other costs and expenses associated with the acceptance and use of the Prize not specifically described above. If a portion of the Prize is not used, the winners will not be entitled to receive any compensation.
- 7. Publicity:** By accepting the Prize, the winners agree that the Sponsor, its agents, representatives, affiliated and subsidiary companies may use the winners' name and address (city and province), photograph, videotape, image, likeness, Prize information, declarations related to the Sponsor and/or the Contest for advertising, publicity and promotional purposes in any media without any further notice or compensation.
- 8. Prize Winners Selection and Notification:** Registrants of Canada Learning Code Week 2020, who submitted their entries through the Impact Form and met all the contest entry requirements described in section two, will be entered into a random draw to win the Prize. The determination of the winners will take place at Canada Learning Code Headquarters located at 30 St. Patrick Street Toronto, Ontario, M5T 3A3 on or around January 5, 2021 at 9:00 AM. The winners will be notified via email on or around January 8, 2021, and announced on the Website on or around February 8, 2021 at 9:00 AM ET. eastern time. All decisions by Sponsor are final and binding on all matters relating to this Contest. By participating, entrants agree to abide by and be bound by these Official Rules and the decisions of the Contest Sponsor which are final and binding. The selected Entry will be notified by email and, before being declared a winner, will be required to:

 - a) acknowledge receipt of said selection notification email within three (3) days from the date of receipt; and
 - b) complete, sign and return a standard declaration and release form (the "Form") and provide a mailing address for delivery of the Prize. Sponsor must receive the Form within 30 days of notification attempt.

Inability to reach the selected Entry by email, return of selection notification email as undeliverable, failure to respond to the selection notification email within the above-prescribed time frame, failure to return a signed copy of the Form and to provide a mailing address for delivery of the Prize within the above-prescribed time frame will

result in disqualification of the selected entrant and forfeiture of their right to the Prize. If an entrant fails to comply with any of the terms and conditions of these Official Rules, their selection will be declared null and void and their right to the Prize will be forfeited. The refusal of a selected entrant (or any representative classroom of the educational institute or community organization) to accept the Prize or any part thereof as provided herein releases the Sponsor from any obligation related to the Prize or any part thereof. In this event, the Sponsor may, at its sole discretion and if time permits, select a different winner from the remaining eligible entries.

- 9. Limitation of Liability:** By participating in the Contest, entrants agree to release, indemnify and hold harmless the Sponsor, the Sponsor's affiliates, and their respective officers, directors, employees, representatives, agents and insurers, including advertising and promotion agencies and suppliers of prizes, materials or services related to this Contest (the "Released Parties"), from and against any injuries, losses, damages, claims, actions and any liability of any kind, whether in contract, tort or otherwise, arising out of or resulting from, in whole or in part, directly or indirectly, from or arising in connection with participation in the Contest or acceptance, possession, use, misuse, or nonuse of the Prize that may be awarded, or for claims based on publicity rights, copyright infringement, defamation, or intrusion of privacy. All entrants agree that the construction, validity, interpretation and enforceability of these Official Rules, and the rights and obligations of the entrant and of the Sponsor in connection with this Contest shall be interpreted in accordance with the laws of Ontario, Canada; and that any dispute shall be resolved in courts located in the province of Ontario without regard to its principles of conflicts of law. Jurisdiction and venue shall be solely within the province of Ontario. Released Parties are not responsible for technical, computer, mechanical, printing, typographical, human or other errors relating to or in connection with the Contest, including, without limitation (i) errors which may occur in connection with the administration of the Contest; (ii) the processing of entries or in any Contest related material; (iii) the announcement of the Prize, selected entrant and winner; for stolen, lost, late, misdirected, damaged, incomplete, inaccurate, illegible entries; (iv) for electronic, computer, or telephonic malfunctions or errors; (v) for entries which fail to enter into the processing system, or are processed, reported, or transmitted late or incorrectly, or are lost for any reason, including computer, telephone, paper transfer, human or other error. If in the Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Contest, or if computer viruses, bugs, unauthorized intervention, fraud, or technical difficulties or failures compromise, corrupt, or affect the administration, integrity, security, fairness, or proper conduct of the Contest, the Sponsor, at its sole discretion, reserves the right to disqualify any individual who tampers with the entry process and/or void any entries submitted fraudulently, to modify or suspend the Contest, or to terminate the Contest and conduct a random drawing and award the Prize using all eligible non-suspect entries received as of the termination date.

As a condition of entering the Contest, entrant agrees that: (a) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses, (b) all causes of action arising out of or connected with this Contest or the prizes awarded, shall be resolved individually, without resort to any form of class action, and (c) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred and in no event shall entrant be entitled to receive attorneys' fees or other legal costs. Any attempt by an entrant or any other individual to deliberately undermine the legitimate operation of the Contest is a violation of criminal and 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.

- 10. Severability:** If a section or part thereof of these Official Rules is declared or deemed illegal, unenforceable or invalid by a competent court, that section or part thereof shall be considered invalid, but all unaffected sections will be applied within the limits of the law.
- 11. Personal Information:** Entrants' personal information collected for the purpose of the Contest will only be used and stored by the Sponsor to administer the Contest, in accordance with its privacy policy which can be accessed at <http://ladieslearningcode.com/privacy-policy/>. No commercial or other communications unrelated to the Contest will be sent to entrants unless they have otherwise agreed to receive such communications.
- 12.** In the event a minor person not of the age of majority in his or her province of residence is the winners of the Prize, an adult parent or legal guardian shall accept the Prize in his or her name and will be responsible for all matters related to the administration of the Contest and the awarding of the Prize, including signing any required documents.
- 13. Sponsor and Administrator:** The Sponsor and Administrator of the Contest is Canada Learning Code, Inc.
- 14.** This Contest is subject to all applicable federal, provincial and municipal laws and regulations.
- 15. Quebec Residents:** Any litigation respecting the conduct or organization of this Contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of the Prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.