

***Jump Rope for Heart
2022/2023
“Desjardins’ Healthy Habit
Schools”***

**Official Contest Rules and
Regulations (“Rules”)**

The Jump Rope for Heart 2022/2023 “Desjardins’ Healthy Habit Schools” Promotion (the “**Contest**”) is organized and run by the Heart and Stroke Foundation of Canada (“**HSFC**”).

1. CONTEST PERIOD

The Contest will run from September 1, 2022, 12:00am EST to June 30, 2023, 11:59 pm EST (“**Contest Period**”). All eligible entries must be received within the Contest Period.

2. ELIGIBILITY

Eligible entrants must be legal residents of Canada, except New Brunswick, and must be the faculty person responsible for registering their school to participate in Jump Rope for Heart (“**Teacher Coordinator**”). No (i) employee, officer, director or member of HSFC, (ii) employee, officer or director of the prize supplier, advertising or promotional agencies; (iii) immediate family members of the individuals set out in (i) and (ii) above; and (iv) any person residing or domiciled with any individuals set out in (i), (ii), or (iii) above is eligible to enter the Contest.

3. HOW TO ENTER

No purchase necessary to enter or win.

To enter the Contest, eligible Teacher Coordinators must register their school online to participate in the 2022/2023 Jump Rope for Heart program (“**Jump**”) during the Contest Period at www.jumpropeheart.ca or www.sautonsencoeur.ca. Once registered, the eligible Teacher Coordinator will be entered into the Contest on behalf of their school if at least 50% of students registered online track at least one (1) Healthy Habit at any time during the Contest Period (“**Entrant**”). In order to track their Healthy Habits, students who attend a school registered for Jump must select a “Healthy Habit,” and log in to their Participant Centre to record their Healthy Habit.

There is a limit of 1 entry per school.

All entries received in excess of the stated limit will be void. For greater clarity, Entrants cannot use multiple email addresses to enter the Contest multiple times. HSFC will not accept entries by phone, email, fax or any other method not specifically permitted herein. Entries generated by script, macro, robotic, programmed, or any other automated means or by any means which subvert the entry process are prohibited and will be disqualified.

4. PRIZE

All eligible Entrants will be eligible to win one (1) Top National and one (1) of nine (9) Regional “Desjardins’ Healthy Habit Schools” prize packages on behalf of their school, sponsored by Desjardins (the “**Prize**”):

One (1) Top National Prize, comprised of:

- \$2,500.00 to purchase resources for the winning school that support students’ physical activity. The prize may be paid in the form of a gift certificate from the winning school’s preferred vendor, or be paid directly to the vendor from whom the winning school selects their preferred resources.
- \$1,000 donation from Desjardins to add to the winning school’s fundraising total.
- A Jump t-shirt for all participating teachers at the school.
- A Desjardins’ skipping rope for every registered student that registered online with the participating school.
- A celebratory banner.

Nine (9) Regional Prize Packs – One (1) Awarded to a School within each of the Nine (9) Regions (Alberta and Northwest Territories, British Columbia and Yukon, Manitoba, Newfoundland and Labrador, Nova Scotia, Ontario and Nunavut, Prince Edward Island, Quebec, Saskatchewan), each comprised of:

- \$1,000.00 to purchase resources for the winning school that support students' physical activity. The prize may be paid in the form of a gift certificate from the winning school's preferred vendor, or be paid directly to the vendor from whom the winning school selects their preferred resources.
- 100 Desjardins skipping ropes for the winning school.
- A celebratory banner.

The Top National Prize pack is valued at \$4,000 and each of the Regional Prize Packs are valued at \$1,250.00 CDN.

The Prize is awarded "as is" with no warranty or guarantee, either express or implied, and cannot be exchanged for cash or other substitutes. The winner will be subject to all terms and conditions for use of the Prize as dictated by the Prize's retail supplier. HSFC is not responsible for any costs associated with assembly, usage, training or setup of the Prize. HSFC reserves the right to change, substitute or cancel the Prize at any time, without notice.

5. WINNING

All Entrants during the Contest Period will be eligible to win the Top National Prize and a Regional Prize Pack. On July 4, 2023 at 11:00am EST, one (1) Entrant within Canada, and one (1) Entrant in each of the nine (9) Regions will be drawn at random from all eligible entries.

The winners will be contacted by email or phone, from Toronto. HSFC reserves the right to modify the scheduling of the Contest without prior notification. The Prize will be shipped to the winners and therefore a valid mailing address must be provided to HSFC in order to claim the Prize. Failure to provide a valid mailing address will result in forfeiture of the Prize.

Odds of winning the Prize depend on the number of eligible entries received during the Contest Period.

In order to be declared a winner, an eligible entrant must be in compliance with the Rules including, but not limited to, the following:

- a) A representative of HSFC must be able to reach the potential winner by email or phone informing them that they are the potential winner, subject to them being in compliance with all the Rules. The potential winner is required to respond to the email or phone notification within fifteen (15) business days of the email being sent or phone call being made by HSFC. Potential winners who are contacted by email will receive an email confirmation that their email response was received. If the potential winner is unreachable during this timeframe, another potential winner will be selected from the remaining eligible entries and the same selection procedure set out in this section will be followed. An e-mail notification that is returned to the HSFC sender as undeliverable may result in the selected winner being disqualified and an alternate selection of a potential winner may be drawn.
- b) The potential winner must correctly answer a mathematical skill-testing question administered by HSFC or its agent by telephone within fifteen (15) business days of being contacted by HSFC.
- c) The winner, or another authorized representative of the winner's school, must complete, sign and return a standard release and waiver form in favour of HSFC, its affiliates and its directors, members, employees, officers, licensees, licensors and agents, and respective advertising and promotion entities and any person or entity associated with the production, judging, or administration of the Contest (collectively, the "**Releasees**") within fifteen (15) business days from the date on which the form is sent to the winner.

If a potential winner does not meet the eligibility requirements or is not in compliance with the Rules, the Contest judges reserve the right to disqualify such Entrant from the Contest and randomly select further Entrants from the

remaining eligible entries until a winner is finally declared. Entrants will not be individually contacted, except for the potential winner.

6. INDEMNITIES AND DISCLAIMERS

All Entrants agrees to indemnify and hold HSFC and its affiliates and its directors, members, employees, officers, licensees, licensors and agents, and respective advertising and promotion entities and any person or entity associated with the production, judging, or administration of the Contest (collectively, the “**Indemnitees**”) harmless from any and all claims, cause of action, damages, expenses, costs (including but not limited to reasonable attorneys', accounting and other professional fees) and liabilities (including settlements), brought or asserted by any third party against any of the Indemnitees due to or arising out of the Entrant's entry in the Contest.

All Entrants agree to release and hold harmless the Releasees from and against any and all rights, claims and causes of action whatsoever that they may have, or which may arise, against any of them for any liability for any matter, cause or thing whatsoever, including but not limited to any injury, loss, damage, whether direct, compensatory, incidental or consequential, to person, including death and damage to property, arising in whole or in part, directly or indirectly, from their participation in the Contest or their acceptance, possession, use or misuse of the Prize. Each selected Entrant acknowledges that the Releasees have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prize or the Contest. Apart from manufacturer warranties (which may not be available in all geographies), all warranties are hereby disclaimed.

If for any reason, in the opinion of HSFC, in its sole discretion, the Contest is not capable of running as originally planned, or if the administration, security, fairness, integrity or the proper conduct of the Contest is corrupted or adversely affected, HSFC reserves the right to cancel, terminate, modify, amend, extend or suspend the Contest including canceling or modifying method of entry. THE DECISIONS OF HSFC AND ANY CONTEST JUDGES ARE FINAL AND BINDING IN ALL MATTERS.

If there is any discrepancy between the terms and conditions of these Rules and disclosures or other statements contained in any Contest-related materials or communicated by an employee of HSFC, the terms and conditions of these Rules shall prevail.

7. PERSONAL INFORMATION

The Contest is subject to all applicable federal, provincial and municipal laws and regulations. Personal information collected from Entrants will be used by HSFC for the purpose of administering this Contest and awarding the Prize. HSFC will not sell, share or otherwise disclose personal information of Entrants with third parties, other than to third parties engaged by them to fulfill the above purposes or as permitted or required by law. By entering the Contest, Entrants consent to the manner of collection, use and disclosure of personal information as set out in the Privacy Policy at www.heartandstroke.ca/privacy. Any inquiry concerning the personal information held by HSFC and shared with any of the Prize suppliers should be addressed to **HSFC's Privacy Officer, HSFC at 1-888-HSF-INFO (473-4636) or ON_privacyoffice@heartadnstroke.ca.**

8. INTELLECTUAL PROPERTY

All entries become the property of HSFC and will not be returned.

All intellectual property, including but not limited to trade-marks, trade-names, logos, designs, promotional materials, web pages, source codes, drawings, illustrations, slogans and representations are owned by HSFC. 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.

9. GOVERNING LAW

The Contest is governed by the laws of Ontario and the laws of Canada. Any dispute relating to the Contest shall be adjudicated in the courts located in Toronto, Ontario.