

**APRONS IN ACTION COOKING CHALLENGE PRESENTED BY MANULIFE  
EVENT TERMS & WAIVER**

**Acceptance of these Event Terms and Waiver (the “Terms and Waiver”) is a condition of participation in Diabetes Canada’s (“Diabetes Canada”) “Aprons in Action Cooking Challenge”, as presented by Manulife (the “Event”). By proceeding to sign-up for, and participate in, the Event, you agree to these Terms and Waiver.**

The Event will culminate with a gala held in Toronto, Ontario on November 14, 2026 (the “Gala”).

**I. ELIGIBILITY AND REGISTRATION FOR EVENT**

To be eligible to participate in the Event, individuals must:

1. agree to these Terms and Waiver;
2. be a legal resident of a province or territory of Canada other than Quebec. For certainty, residents of Quebec are not eligible to participate in the Event;
3. have reached the age of majority in their province or territory of residence at the time of entry;
4. have paid a \$25 registration fee (the “**Registration Fee**”), except as set forth below. Please note that the Registration Fee is non-transferable and non-refundable; and
5. not be an employee of Diabetes Canada. For certainty, employees of Diabetes Canada are eligible to create a Participant Fundraising Page (as defined below), but are ineligible to win any prizes or rewards offered as part of or in connection with the Event.

The Registration Fee will be used by Diabetes Canada to assist it in covering Event-related expenses. Participants will register for the Event via the secure registration portal at [ApronsinAction.ca](https://ApronsinAction.ca).

Those individuals who wish to participate in the Event without paying the Registration Fee must contact Diabetes Canada at [apronsinfo@diabetes.ca](mailto:apronsinfo@diabetes.ca) for instructions on an alternate entry method.

Individuals who satisfy the eligibility criteria listed above will be an “Eligible Participant”. Eligible Participants will receive a personalized fundraising page (“**Participant Fundraising Page**”), and will be given the option to register alone or start or join a corporate fundraising team (“**Corporate Team**”).

**All times noted in these Terms and Waivers are Eastern Time.**

The entry period will begin with the launch of the Event website on or about March 18, 2026, and will close on August 14, 2026.

As further detailed below in these Terms and Waiver, amounts fundraised by Eligible Participants will impact:

- their scoring in certain stages of the Event;
- affect their chances of being crowned the “Top Fundraiser”; and
- if they are part of a Corporate Team, affect the Corporate Team’s chances of being crowned the “Top Fundraising – Corporate Team”.

**II. EVENT STAGES**

The Event will be comprised of various stages, each of which are detailed in the other Parts of these Terms and Waiver. The following table sets out some of the key stages of the Event:

Stage	Dates	Eligibility
Registration period	Commences on or about March 18, 2026 and closes on August 14, 2026	Individuals who meet the qualifications and create a Participant Fundraising Page. See additional details in Part I, above.
Recipe Submission Period	Commences at 12:01 a.m. on September 2, 2026 and closes at 12:01 a.m. (ET) on September 16, 2026	Only Eligible Participants will be entitled to submit a Recipe. See additional details in Part I, above.
Recipe Contest	<ul style="list-style-type: none"> <li>• <u>First Voting Round</u>: commences at 12:01 a.m. on September 2, 2026 and ends at 11:59 p.m. on September 16, 2026.</li> <li>• <u>Semi-Final Round</u>: commences on September 18, 2026 and ends on September 30, 2026.</li> <li>• <u>Final Round</u>: commences on October 1, 2026 and ends on October 13, 2026.</li> </ul>	<ul style="list-style-type: none"> <li>• <u>First Voting Round</u>: All Eligible Participants who have submitted a Recipe.</li> <li>• <u>Semi-Final Round</u>: The 15 Eligible Participants whose Recipes receive the highest number of votes during the First Voting Round. See additional details in Part IIIB2 below.</li> <li>• <u>Final Round</u>: The 6 Eligible Participants whose Recipes receive the highest number of votes during the Semi-Final Round. For specific details, see Part IIIB3, below.</li> </ul>
Gala	November 16, 2026	Eligible Participants who: (i) are selected as Finalists; (ii) are the Top Fundraiser; and (iii) are selected by the Top Fundraising – Corporate Team, will be attend the Gala and

Stage	Dates	Eligibility
		participate as a judge. See additional details in Part IIIB3, below.
Top Fundraiser and Top Fundraising – Corporate Team Contest	March 18, 2026 until 11:59 (ET) on October 12, 2026	All Eligible Participants are eligible to take part in the Top Fundraiser Contest. See additional details in Part IVC, below.
Other events	As announced by Diabetes Canada from time to time	As announced by Diabetes Canada from time to time. See additional details in Part IVC, “Additional Contests”.

**III. RECIPE SUBMISSION, CONTESTS AND EVENT GALA**

**A. Eligibility and Conditions**

One of the components of the Event is a recipe contest, during which recipes submitted by Eligible Participants in accordance with these Terms and Waiver will be judged. The following rules apply to Recipe submission:

1. Eligible Participants will be permitted to submit recipes between 12:01 a.m. on September 2, 2026 and 11:59 p.m. on September 16, 2026 (the “**Recipe Submission Period**”).
2. Any Recipe submitted by an Eligible Participant during the Recipe Submission Period and that otherwise meets the conditions for Recipes set forth in this section is referred to below as a “**Recipe**”.
3. Eligible Participants may submit as many Recipes as they like during the Recipe Submission Period, across any or all the following categories (each a “**Category**”):
  - (i) appetizer – small bites, appetizers, or shareable plates;
  - (ii) entrée – main dishes, including plant-based or protein-forward options; and/or
  - (iii) dessert – healthy takes on sweet treats, including baked goods and no-bake options.
4. To be eligible, each Recipe must comply with the following requirements:
  - (i) be an original or a significantly adapted version of an existing recipe of the Eligible Participant who submits the Recipe;
  - (ii) be created with a focus on healthy, diabetes-friendly ingredients, measurements and preparation methods; and
  - (iii) include:
    - a complete ingredient list with measurements;

- step-by-step preparation instructions;
- at least one high-quality image of the final dish created from the Recipe by the Eligible Participant who submits the Recipe; and
- a brief personal story or motivation behind the Recipe.

## **B. Stages of Recipe Contest**

### **1. First Voting Round**

Eligible Participants who submit a Recipe during the Recipe Submission Period will be qualified for the second round of the Event. During this first voting round, commencing at 12:01 a.m. on September 2, 2026 and ending at 11:59 p.m. on September 16, 2026 (“**First Voting Round**”), Recipes will be voted on by the public. The results of the First Voting Round will be announced on September 17, 2026, or such other date as Diabetes Canada determines in its sole discretion.

The five (5) Eligible Participants whose Recipes receive the highest number of votes in each Category (the “**Semi-Finalists**”) during the First Voting Round (the “**Semi-Finalist Recipes**”) will advance to the “**Semi-Final Round**”. Notwithstanding the foregoing, to be a Semi-Finalist, an Eligible Participant must answer a skill-testing question provided by Diabetes Canada. If such Eligible Participant fails to answer the skill-testing question, they will be disqualified from proceeding. In that case, the Eligible Participant with the next highest number of votes (i.e., in the first instance, the sixth highest number of votes) in the same Category as the disqualified Eligible Participant, will become the Semi-Finalist.

The Semi-Final Round will therefore be comprised of fifteen (15) Semi-Finalists and fifteen (15) Semi-Finalist Recipes – with five (5) appetizer Recipes, five (5) entrée Recipes and five (5) dessert Recipes.

### **2. Semi-Final Round**

The Semi-Final Round will commence on September 18, 2026 and end on September 30, 2026. During the Semi-Final Round, the Semi-Finalist Recipes will be evaluated by a panel of judges consisting of celebrity chefs, registered dietitians, and diabetes experts, in each case, selected by Diabetes Canada.

The two (2) Semi-Finalists whose Recipes receive the highest score from the judges panel in each Category (the “**Finalists**”) during the Semi-Final Round (the “**Finalist Recipes**”) will proceed to the final round of the Event (the “**Final Round**”). Notwithstanding the foregoing, to be a Finalist, an Eligible Participant must answer a skill-testing question provided by Diabetes Canada. If a Semi-Finalist fails to answer the skill-testing question, they will be disqualified from proceeding. In that case, the Semi-Finalist with the third next highest score from the judges panel (i.e., in the first

instance, the third highest) in the same Category as the disqualified Semi-Finalist, will become the Finalist.

The Final Round will therefore be comprised of six (6) Finalists and six (6) Finalist Recipes – with two (2) appetizer Recipes, two (2) entrée Recipes and two (2) dessert Recipes. Please note that an individual may not have more than one Recipe selected as a Finalist Recipe.

The criteria and weighting to be applied by the judges in the Semi-Final Round to select the Finalist Recipes will be as follows:

Criteria	Details	Weighting
Culinary evaluation by Celebrity Chefs	<ul style="list-style-type: none"> <li>• Clarity and structure of the Recipe (e.g., is it easy to follow?)</li> <li>• Ingredient selection</li> <li>• Cooking techniques</li> <li>• Creativity and presentation</li> </ul>	<p><b>25%*</b></p> <p>*Each Semi-Finalist Recipe will receive a score out of 25, which will convert equally to a percentage – for example, a Semi-Finalist Recipe that receives a score of 20/25, will receive 20% in respect of this criterion</p>
Nutritional evaluation by registered dieticians and/or home economists	<ul style="list-style-type: none"> <li>• Alignment with Diabetes Canada’s clinical practice guidelines</li> <li>• Use of accessible, diabetes-friendly ingredients</li> <li>• Clear, replicable instructions</li> </ul>	<p><b>25%*</b></p> <p>*Each Semi-Finalist Recipe will receive a score out of 25, which will convert equally to a percentage – for example, a Semi-Finalist Recipe that receives a score of 18/25, will receive 18% in respect of this criterion</p>
Fundraising performance	<ul style="list-style-type: none"> <li>• Points will be awarded based on total fundraising achieved by each Semi-Finalist as of 11:59 p.m. on September 30, 2026 (the <b>“Semi-Final Round Fundraising Deadline”</b>)</li> </ul>	<p><b>50%*</b></p> <p>*The Semi-Finalists will be ranked from 1 to 15, based on their cumulative fundraising totals from the date of the creation of their Participant Fundraising Page to the Semi-Final Round Fundraising Deadline.</p> <p>The Semi-Finalist having the:</p> <ul style="list-style-type: none"> <li>• highest fundraising total will be ranked first (1<sup>st</sup>); and</li> </ul>

Criteria	Details	Weighting
		<ul style="list-style-type: none"> <li>lowest fundraising total will be ranked fifteen (15<sup>th</sup>).</li> </ul> <p>The Semi-Finalist having the highest fundraising total will receive a score of 50%. Thereafter, the percentage allocated to the next place Semi-Finalist will be decreased in increments of 3%, such that, for example, the Semi-Finalist having the: (i) second (2<sup>nd</sup>) highest fundraising total will receive 47%; (ii) third (3<sup>rd</sup>) highest fundraising total will receive 44%; and so on, with the Semi-Finalist with the lowest fundraising total receiving 8%.</p>

It is expected that Diabetes Canada will announce the Finalists on October 1, 2026.

### 3. Final Round

The two (2) Finalists from each Category will be paired together for an additional fundraising challenge that will begin on the first day of the Final Round (being October 1, 2026) and close on the date selected by Diabetes Canada and conveyed in advance to the Finalists (the “**Final Round Fundraising Deadline**”). The Finalist pairings will be announced by Diabetes Canada on October 13, 2026, or such other date as it determines in its full discretion.

Each pair of Finalists will be ranked for the purposes of the final fundraising challenge based on the cumulative amounts that they have fundraised from the time they created their Participant Fundraising Page up to the Final Round Fundraising Deadline. This ranking will establish the order in which the paired Finalists select the celebrity chef that they wish to be matched with for the Gala. There will be three (3) celebrity chefs who will be selected by Diabetes Canada (the “**Celebrity Chefs**”).

(i) ***Gala Attendance and Participation***

The Finalists will be invited to attend and participate in Gala. Each Finalist will receive:

- reimbursement for the Finalist’s roundtrip airfare to Toronto for the Gala. The airfare that will be reimbursed is economy airfare from one of the following airports to Toronto: Vancouver, Edmonton, Calgary, Saskatoon, Regina,

Winnipeg, Ottawa, Halifax, St. John's, Charlottetown or Fredericton, to be booked prior to the date selected by Diabetes Canada;

- two (2) nights of hotel accommodation in Toronto, at a partner hotel selected by Diabetes Canada, including for the night before and night of the Gala. Finalists will be required to present a credit card on check-in the hotel for incidentals (which, for certainty, will not be covered by Diabetes Canada);
- round-trip transportation selected by Diabetes Canada from the partner hotel to the Gala venue;
- recognition on Diabetes Canada's website, social media, and Event materials;
- the chance to showcase their Finalist Recipe live and receive feedback from Celebrity Chefs, dietitians, and diabetes experts; and
- other prizes (with details to be announced).

The approximate retail value of the prize pack is: \$2,000 CAD. The actual value of the prize packs will vary depending on the winner's location and travel arrangements.

The prize pack must be accepted as awarded and is non-transferable and non-redeemable for cash. The prize is awarded "as is" with no warranty or guarantee, either express or implied. Diabetes Canada reserves the right to substitute any portion of the advertised prize with one of equal or greater value. Winners will not be entitled to any other payment or reimbursement for their participation in any aspect of the Event, including the Gala.

(ii) ***Gala – Cooking***

The Gala venue will prepare each Finalist Recipe, which will be featured in a three-course meal served at the Gala. During the Gala, each Finalist team will work alongside their selected Celebrity Chef and take part in a live cooking challenge involving a mystery box of ingredients (the "**Mystery Box Challenge**") to make dishes from all three Categories. While the Finalists will be paired, each Finalist will create their own dish as part of the Mystery Box Challenge.

(iii) ***Gala – Judging***

Finalist Recipe - Judging

Guests in attendance at the Gala will have the opportunity to vote (with one (1) vote per guest) (the "**Guest Voting**") for their favourite Finalist Recipe, as prepared by the Gala venue:

- from each of the three Categories. The Finalist Recipe in each Category with the highest number of votes will receive one (1) point; and

- overall, across all Categories. The Finalist Recipe with the highest number of overall votes will receive three (3) points.

#### Mystery Box Challenge - Judging

The Mystery Box Challenge will be judged by a panel consisting of culinary professionals, registered dietitians, health experts, Gala sponsors, the Top Fundraisers, and representatives from Diabetes Canada (the "**Judging Panel**"). The Judging Panel will vote (with one (1) vote per judge) for their favourite dish:

- from each of the three Categories. The dish from each Category with the highest number of votes from the judges will receive two (2) points; and
- overall, across all three Categories. The dish with the highest number of overall votes will receive four (4) points.

For example, a Finalist whose Recipe received the highest number of votes for the appetizer Category and whose dish from the Mystery Box Challenge received the highest number of overall votes from the Judging Panel, would receive 1 point and 4 points, respectively (for a total of 5 points).

#### (iv) **Winner**

The Finalist receiving the highest combined score from the Guest Voting and the Judging Panel will be the "Winner". If two Finalists receive the same number of points, in order to break the tie, points held by any of the tied Finalists for:

- the favourite dish from the Mystery Box Challenge – overall, will be doubled, for a total of ten (10) points; and
- if none of the tied Finalists hold points for the favourite dish from the Mystery Box Challenge – overall, then any points held by the any of the tied Finalists for favourite Finalist Recipe – overall, will be doubled, for a total of six (6) points.

### IV. ADDITIONAL TERMS AND CONDITIONS

#### A. Review, Rights & Publication

All Recipes will be reviewed by Diabetes Canada to ensure they align with clinical nutrition guidelines. By submitting a Recipe for the Event, Eligible Participants agree that Diabetes Canada:

1. reserves the right to edit or modify any Recipe as needed for compliance and formatting purposes; and
2. retains the rights to use, publish, and distribute the Recipe, including, for example, by posting it on the Event website, incorporating it into a virtual cookbook, for

other promotional materials related to the Event, or other events held by Diabetes Canada. However, in using, publishing and/or distributing Recipes, Diabetes Canada will attribute the Recipe to the applicable Event participant.

## **B. Fundraising Process**

Fundraising will be conducted through personalized online fundraising pages, which is provided to participants upon registration for the Event (i.e., the Participant Fundraising Pages). Only verified online donations received through Participant Fundraising Pages will count toward that participant's fundraising total. Offline or unverified contributions will not be accepted or counted for purposes of determining eligibility.

## **C. Other Contests & Events**

### **1. Top Fundraiser Contest**

The "Top Fundraiser" contest will run from the launch of the Event website on or about March 18, 2026 until 11:59 (ET) on October 12, 2026 (the "**Top Fundraiser Contest Period**"). At the end of the Top Fundraiser Contest Period, the:

1. Eligible Participant who has the highest fundraising total on their Participant Fundraising Page by the end of the will win "Top Fundraiser"; and
2. Corporate Team that has the highest fundraising total Fundraising Page will win "Top Fundraising – Corporate Team".

The: (i) Top Fundraiser; and (ii) the individual selected by the Top Fundraising – Corporate Team (together, the "**Top Fundraisers**"), will be entitled to receive the Top Fundraisers' prize pack, details of which are set out below.

In the event that either Top Fundraising does not accept the prize pack, in its entirety, then, in the case of the: (x) Top Fundraiser, the Eligible Participant with the next highest fundraising total will win "Top Fundraiser", and (y) the individual selected by the Top Fundraising – Corporate Team, the Top Fundraising – Corporate Team will select another Eligible Participant from their team in their place. Each Top Fundraiser will receive:

- reimbursement for their roundtrip airfare to Toronto for the Gala. The airfare that will be reimbursed is economy airfare from one of the following airports to Toronto: Vancouver, Edmonton, Calgary, Saskatoon, Regina, Winnipeg, Ottawa, Halifax, St. John's, Charlottetown or Fredericton, to be booked prior to the date selected by Diabetes Canada;
- two (2) nights of hotel accommodation in Toronto, at a partner hotel selected by Diabetes Canada, including for the night before and night of the Gala. Each Top Fundraiser will be required to present a credit card on check-in at the hotel for incidentals. Incidentals will not be covered by Diabetes Canada;
- round-trip transportation selected by Diabetes Canada from the partner hotel to the Gala venue;
- recognition on Diabetes Canada's website, social media, and Event materials; and

- an exclusive invitation to attend the Gala and to serve as a guest judge of the “Mystery Box Challenge” segment of the Gala. Note that the Top Fundraiser must agree to serve in such capacity in order to be eligible to receive the other items included in the prize pack.

The approximate retail value of the prize pack is: \$2,000 CAD. The actual value of the prize packs will vary depending on the winner’s location and travel arrangements.

Other than as set out above, the Top Fundraisers will not be entitled to any other payment or reimbursement for their participation in any aspect of the Event.

The prize pack must be accepted as awarded and is non-transferable and non-redeemable for cash. The prize is awarded “as is” with no warranty or guarantee, either express or implied. Diabetes Canada reserves the right to substitute any portion of the advertised prize with one of equal or greater value. Winners will not be entitled to any other payment or reimbursement for their participation in any aspect of the Event, including the Gala.

**PLEASE NOTE THAT AN INDIVIDUAL MAY NOT SERVE AS BOTH A FINALIST AT THE GALA AND A JUDGE OF THE MYSTERY BOX CHALLENGE. IF AN INDIVIDUAL IS SELECTED AS A FINALIST, THEY WILL BECOME INELIGIBLE TO BE A JUDGE OF THE MYSTERY BOX CHALLENGE.**

## 2. Other Contests

Diabetes Canada may hold other contests as part of the Event that are not specifically contemplated herein. The terms and conditions that apply any such contest will be made available upon Diabetes Canada’s announcement of the contest.

## D. Code of Conduct

1. All participants must:
  - (i) treat others with respect and kindness, including, for example, all other participants and Event judges, staff and volunteers;
  - (ii) submit only original and respectful Recipes;
  - (iii) refrain from vote-buying, plagiarism, or other dishonest practices; and
  - (iv) represent the mission and values of Diabetes Canada, as set out online: <https://www.diabetes.ca/about-diabetes-canada/about-us>;
2. Diabetes Canada may, in its sole discretion, and without liability, terminate a participant’s participation in the Event, at any time for their failure to comply with the code of conduct, any of the rules set forth herein or otherwise conveyed to participants, or where their conduct otherwise jeopardizes any aspect of the Event or the safety or security of any person, or does or could reasonably be regarded as likely to bring Diabetes Canada’s reputation into disrepute.

**E. No Purchase Necessary**

Individuals must either pay the Registration Fee or have completed the alternate entry method specified by Diabetes Canada (refer to Part I for additional details). Otherwise, there is no purchase necessary for participants to enter or win.

**F. Personal Information**

The Event is subject to all applicable privacy laws and regulations. By participating in the Event, participants:

1. agree that their personal information (including, for example, their name and city of residence) may be used by Diabetes Canada for the purposes of the Event; and
2. otherwise consent to Diabetes Canada's manner of collecting, use and disclosure of personal information as set out in the Privacy Policy at [www.diabetes.ca/privacy-policy](http://www.diabetes.ca/privacy-policy).

Diabetes Canada will not sell, share or otherwise disclose personal information of participants to / with third parties, other than to third parties engaged by it to support the Event or as permitted or required by law. Any inquiry concerning the personal information held by Diabetes Canada should be addressed to Privacy Officer at 1-800-226-8464 or through [www.diabetes.ca/privacy-policy](http://www.diabetes.ca/privacy-policy).

**G. Changes to Event at Sole Discretion of Diabetes Canada**

Participants acknowledge that Diabetes Canada reserves the right, its sole discretion and for any reason to modify any portion of the Event and/or to cancel or reschedule the Event, and Diabetes Canada shall have no liability to participants or any other person in respect of same, including to notify participants. Nonetheless, to the extent possible and practical, Diabetes Canada will notify Finalists (in the manner it deems appropriate) of any changes that will impact their participation. Without limiting the foregoing, Diabetes Canada may, without notice to participants and without liability:

1. modify any portion of the Event, including where Diabetes Canada deems it necessary for the Event to proceed in a fair, reasonable and/or safe manner;
2. reschedule the Event or cancel the Event; and
3. substitute or remove any previously announced Celebrity Chef. While every effort will be made to honor published appearances of Celebrity Chefs, participation is subject to change without notice due to scheduling, availability, or other unforeseen circumstances.

**H. Acknowledgement and Assumption of Risks by Participant, Representations, Warranties and Covenants of Participant, Indemnification and Release by Participant**

As outlined above, the Event consists of various activities (the “**Activities**”), including, for example:

1. the submission and judging of Recipes during various rounds;
2. fundraising by participants;
3. Finalists and Top Fundraisers traveling to Toronto for the Gala and participating in the Gala; and
4. Finalists and Top Fundraisers staying at Toronto hotel accommodations arranged by Diabetes Canada for the Gala.

Without limiting any other provision of these Terms and Waiver, by signing up, and participating in the Event, each participant, to the fullest extent permitted by applicable law, acknowledges and agrees to each of the following provisions:

- (i) **Identification of Risks.** The participant understands and is aware that the Activities involve inherent risks, dangers, and hazards. The participant may sustain serious injury, including but not limited to temporary or permanent disability, paralysis, death, and property damage. Such risks and dangers may be caused by the participant’s own actions or inactions, the actions or inactions of others who are also participating in the Activities, the condition of Event venues, adverse weather conditions, or the negligence of Diabetes Canada and its affiliates, and their respective directors, officers, employees, agents, representatives, members, contractors, successors, and assigns (collectively, the “**Releasees**”).
- (ii) **Assumption of Risk.** THE PARTICIPANT VOLUNTARILY AND FREELY ASSUMES ALL RISKS, DANGERS, AND HAZARDS THAT MAY OCCUR PURSUANT TO, FROM OR IN CONNECTION WITH THEIR PARTICIPATION IN THE ACTIVITIES, INCLUDING THE RISK OF INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED IN WHOLE OR PART BY THE ACTIONS, INACTIONS, NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE OWING UNDER APPLICABLE LAW OF THE RELEASEES, OR OTHERWISE.
- (iii) **Participant’s Representations, Warranties and Covenants.** The participant represents, warrants and covenants to Diabetes Canada, and acknowledges that Diabetes Canada is relying on such representations, warranties and covenants in permitting the participant to participate in the Event, that: (i) they will only participate in Activities that they are capable of participating in, taking into consideration, for example, any underlying health conditions; (ii) to the extent they are a Finalist, they will abide by all rules and safety protocols conveyed to them in respect of their participation in the Gala; (iii) they will at all times follow all the rules and regulations for the Activities, including the Code of Conduct, as may be established or modified by the Diabetes Canada from time to time and available at <https://connection.diabetes.ca/c/start-here/community-guidelines>; (iv) to the extent they are a Finalist, the participant will not be intoxicated during any portion of their participation in the Gala; and (v) they have fully read and

understands each of the provisions of the Terms and Waiver and acknowledges that, through their participation in the Event, they are voluntarily waiving substantial legal rights, including the right to sue the Diabetes Canada and the Releasees, to the extent set out herein.

- (iv) **Release from Liability.** In consideration for Diabetes Canada permitting the participant to participate in the Event, the participant, to the fullest extent permitted by law, hereby fully and irrevocably releases and discharges, waives all rights, claims, and causes of action against, and agrees not to sue or bring any claim against the Releasees arising from the participation of all of the Activities, including without limitation: (i) the right to make a third-party claim or claim over against the Releasees arising from the same; and (ii) in respect of for any injury, temporary or permanent disability, death, damages, liabilities, expenses, costs, and/or causes of action, now known or hereinafter known in any jurisdiction in the world, whether caused by any of the Releasee's: (a) negligence or willful misconduct; (b) violation of applicable law, or (c) other actions or omissions (collectively, the "**Losses**"). The participant acknowledges and agrees that the foregoing constitutes a complete release of any responsibility and liability of the Releasees in respect of the Losses.
- (v) **Indemnification.** The participant agrees to indemnify, defend, and hold harmless the Releasees from and against any Losses to the extent arising from or in connection with the participant's participation in the Activities, whether or not caused by any of the Releasee's: (i) negligence or willful misconduct; (ii) violation of applicable law, or (iii) other actions or omissions.
- (vi) **No Duty to Supervise.** The participant acknowledges and agrees that they are aware that none of the Releasees have a duty to supervise the Activities or any other actions of the participant or any other participant.
- (vii) **Enurement.** These Terms and Waiver shall enure to and be binding on the participant's heirs, executors, administrators, successors, and assigns.

#### **I. Publication and Advertising**

By signing up and participating in the Event, each participant:

1. consents to the collection and use of their name, address, email address, postal code, telephone number, social media handle(s), comments and image, whether on videotape, photograph or other means, for the administration of the Event or any publicity carried out by Diabetes Canada or its representatives, agents, sub-licensees and sponsors, without further notice or compensation;
2. irrevocably grants to Diabetes Canada, its representatives, agents, sub-licensees and sponsors (collectively, the "**Grantee Parties**"), the right to print, publish, broadcast, and use worldwide in any media now known or hereafter developed, the participant's, likeness, portrait, picture, photograph, voice, video-camera footage, and biographical information (name, city, province/territory of residence and image)

- (collectively, the **"Images"**), as is or as may be edited by or on behalf of any Grantee Party for advertising or promotional purposes without any compensation or review by the participant;
3. acknowledges and agrees that any and all materials created by or on behalf of a Grantee Party that incorporate, in whole or in part, the Images (collectively, the **"Grantee Party Materials"**) will remain the sole and exclusive property of the Grantee Party and the Grantee Party shall retain all intellectual property rights, including copyright, that exist in any Grantee Party Materials which have been created by them or on their behalf;
  4. waives any right to inspect or approve the Grantee Party Materials, whether they include modified versions of the Images or not, provided that the Grantee Parties do not use modified versions of the Images that are in poor taste;
  5. waives any right or claim to royalties, compensation or other benefit in respect of the Grantee Party Materials;
  6. waives any right or claim (including, claims based upon invasion of privacy, defamation, or right of publicity) arising out of any use of the Grantee Party Materials by or on behalf of Diabetes Canada;
  7. agrees that all Grantee Party Materials and any other materials developed by Diabetes Canada in connection with the Event (collectively, the **"Event Materials"**), shall be and remain the property of Diabetes Canada, and that Diabetes Canada and any party authorized by Diabetes Canada shall have the right to use, reuse, reproduce, copy, display, modify, publish, print, broadcast, or otherwise use the Event Materials for the purpose of promoting Diabetes Canada and the Event or future events or activities that benefit Diabetes Canada. Notwithstanding the foregoing, participant hereby acknowledges and agrees that the Event Materials shall be made for, on behalf of and for the benefit of, the Diabetes Canada and hereby assigns all right, title and interest in and to the Event Materials to Diabetes Canada. The participant hereby waives any moral rights in the Event Materials in favour of Diabetes Canada and its sublicensees and sponsors and their respective successors and assigns;
  8. agrees not to use any trademarks or other intellectual property of Diabetes Canada, except as expressly agreed to in writing by Diabetes Canada;
  9. agrees not to hold themselves out as a representative of Diabetes Canada nor speak on behalf of Diabetes Canada; and
  10. agrees to refer any requests for media interviews, comments or opinions in respect of the Event, the Gala or any other matter referenced in this Agreement, to Diabetes Canada.

**J. Other**

1. Other than as expressly set out herein, these Terms and Waiver constitute the entire agreement between the parties with respect to the Event and supersedes

- any prior agreement or communications between the parties, whether written, oral, electronic, or otherwise. In accepting the provisions of the Terms and Waiver, the participant is not relying on any oral or written representations or statements not expressly contained herein. Additional terms may apply to other events, contests or activities of Diabetes Canada.
2. The laws of the Province of Ontario and Canada shall govern these Terms and Waiver and the participant hereby attorns to the non-exclusive jurisdiction of the courts of Ontario in respect of the determination of any matter or dispute arising under or in respect of these Terms and Waiver.
  3. If any term or provision of this Agreement is found to be invalid or unenforceable, the remainder of this Agreement shall remain valid and in full force and effect, and this Agreement shall then be construed as if the impermissible provision had never been contained therein.
  4. The division of these Terms and Waiver into sections and paragraphs and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this these Terms and Waiver.
  5. No termination or expiry of the participant's participation in the Event shall relieve the participant or Diabetes Canada (or any of the other Releasees, as applicable) of their / its, rights, liabilities or obligations reasonably intended to survive termination.