

## VARIETY – THE CHILDREN’S CHARITY OF BC GENERAL CONTEST RULES AND REGULATIONS

1. **APPLICATION.** These general contest rules (“**General Contest Rules**”) apply to contests (each, a “**Contest**”) operated by Variety – the Children’s Charity of BC (the “**Organization**”), unless there are specific contest rules for a particular Contest, in which case those specific contest rules will apply. By entering a Contest, entrants agree to be legally bound by these General Contest Rules and will be deemed to have read and understood these General Contest Rules.

2. **ELIGIBILITY.** Unless otherwise stated, to enter a Contest and to be eligible to win, entrant must be a legal resident of British Columbia and over the age of majority (or have a legal parent or guardian enter the Contest and accept the prize on a minor’s behalf). Employees of Variety – the Children’s Charity of BC, its agents, parent and affiliated organizations, prize sponsors, promotional and advertising agencies or employees of any other entity involved in the development, production, administration, or fulfillment of the applicable Contest (and any person domiciled with any such employee) are ineligible to enter. A winner of a previous Variety – the Children’s Charity of BC contest within the thirty (30) days preceding the winner selection date for this Contest (including persons designated by such winners to take ownership of prizes and persons domiciled with a winner) may be disqualified. A winner who claims a Prize during the Contest Period is not eligible to enter again.

3. **PRIZING & CONTEST PERIOD.** The details of the prize(s) available to be won (including the number and the approximate retail value of the prize(s) available to be won), the duration and timing of a Contest and any other relevant information of a Contest will be identified through applicable promotional materials and official social networking page(s) operated by the Organization and/or on the Organization website (as applicable) at the start (or before the start) of the Contest. Prize(s) may not be exactly as advertised. Prize(s) must be accepted as awarded, may not be sold, transferred and are not convertible to cash. The Organization reserves the right to substitute a prize, in whole or in part, in the event all or any component of a prize is unavailable. Limit of one (1) prize per household per Contest.

4. **CONTEST ENTRY.** No purchase necessary to enter a Contest. Unless otherwise stated, there is a limit of one (1) entry per person per day per Contest. To enter a Contest, follow the instructions given on-air, on the Organization’s website and/or via the Organization’s official social networking page(s) as applicable.

Some contests may provide for additional entries (the “**Additional Entries**”) by performing specific actions which may include but are not limited to subscribing to specific social media; sharing information about the Contest on social media sites; liking on social media; following on social media; registering to receive more information about a specific program or campaign from the Organization; or other actions. The number of Additional Entries and how you can acquire them are mentioned when entering the Contest.

- For entry via social media: Without limiting the foregoing, if entry in a Contest occurs via one or several of the official social networking pages for the Organization, entry must occur during the applicable Contest entry period by means of the applicable third-party service or site (each, a “**Third Party Service**”). To enter a Contest by means of a Third Party Service, you must have a

valid account with the applicable Third Party Service and are solely responsible to ensure that your account settings allow the Organization to view your account as required to administer the applicable Contest (failing which, you may be disqualified). By creating an account with a Third Party Service, you agree to comply with such Third Party Service's Terms of Service. By entering a Contest by means of a Third Party Service, entrants completely release any such Third Party Service of all liability in relation to their participation in the applicable Contest. Entrants acknowledge that the applicable Contest is in no way sponsored, endorsed, or administered by, or associated with the Third Party Service(s) and that any questions, comments, or complaints regarding any Contest should be directed to Variety – the Children's Charity of BC and not to Third Party Service(s).

All entries (including Additional Entries if applicable) are subject to verification at any time and for any reason. Variety – the Children's Charity of BC reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Organization including, without limitation, government issued photo identification): (i) for the purposes of verifying the individual's eligibility to participate in the applicable Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any entry or other information entered (or purportedly entered) for the purposes of the applicable Contest; and/or (iii) for any other reason the Organization deems necessary, in its sole and absolute discretion, for the purposes of administering the applicable Contest in accordance with the General Contest Rules and, if provided, any further Contest-related instructions. Failure to provide such proof to the complete satisfaction of the Organization within the timeline specified by Variety – the Children's Charity of BC may result in disqualification in the sole and absolute discretion of the Organization. The sole determinant of the time for each Contest will be the Organization's official clock.

**5. REQUIREMENTS FOR PHOTO, VIDEO OR WRITTEN SUBMISSIONS.** From time to time, a Contest entry mechanism may require you to submit an original photograph, video, written composition (i.e. essay, comment or story) or another form of original submission (each, a "**Submission**") to Variety – the Children's Charity of BC, subject to instructions provided by the Organization and/or its representatives. Submissions must be original and must not include any third party's proprietary content. The Organization in its sole and absolute discretion may: (i) disqualify any entrant who uses third party proprietary content, at any time; (ii) edit any Submission to blur out any trade-marks or to remove any copyrighted content, including but not limited to, music or video clips, as applicable; and/or (iii) disqualify any Submission that involves anything illegal, potentially or actually dangerous or harmful or containing any element of physical risk. Submissions must not contain any reference to, or likeness of, any identifiable third parties, unless consent has been obtained from all such individuals and their parent/legal guardian if they are under the age of majority in their jurisdiction of residence. Submissions must not include any illegal, defamatory or in any way obscene content. Submissions cannot be a parody or derogatory. Submissions remain the property of the entrant, however by entering a Contest, each entrant: (i) represents and warrants that his/her Submission is her or her original work and does not infringe on any third party rights, including, without limitation, copyright, trade-mark or any other intellectual property rights; (ii) represents and warrants that he/she has all necessary rights from any third party that appears, or is mentioned, in the Submission, including those from the parent or legal guardian if third party is under the age of majority; (iii) grants Variety – the Children's Charity of BC an unlimited, royalty free, irrevocable, right and license to reproduce, post and/or broadcast the Submission in any form of media now known or hereinafter developed; (iv) waives all moral rights in the

Submission in favour of the Organization; (v) agrees to release, indemnify, discharge and hold harmless the Organization from any claim or liability arising from or related to the Submission; and (vi) consents to the publication and/or use, in any medium of the Submission for the purpose of administering the applicable Contest and publicity purposes carried out by the Organization and/or its advertising and promotional agencies without payment or compensation of any kind. Submissions may be showcased by the Organization at its sole and absolute discretion on a public viewing gallery. Variety – the Children’s Charity of BC assumes no responsibility for any claims against infringement of the right of privacy with respect to any Submission.

6. **PRIZE DRAW.** For Contests where the winner is selected from entries received, a random draw for the prize(s) will take place by a representative of the Organization from all eligible entries (including Additional Entries if applicable) received during the applicable Contest period. The potential prize winner will be contacted using the information provided at the time of entry. In the event a potential prize winner cannot be contacted within two (2) business days after the draw, as determined by the Organization at its sole discretion, or if these General Contest Rules are not adhered to by a potential prize winner, such potential prize winner will be disqualified and will forfeit all rights to the applicable prize.

7. **AWARDING OF PRIZE(S).** Proof of identification must be provided upon request. In order to be declared a prize winner, each potential winner must first: (i) correctly answer, unaided, a time limited mathematical skill testing question administered by Variety – the Children’s Charity of BC; (ii) be verified as complying with these General Contest Rules (as determined by the Organization in its sole and absolute discretion); and (iii) sign and return within the time stipulated by the Organization, a full release and indemnity form (“**Release Form**”) stating that, among other things, he/she agrees to be available and to participate in publicity and/or promotions related to the Contest and/or Variety – the Children’s Charity of BC, authorizes the Organization to broadcast, publish, disseminate and otherwise use his/her name, city/town/village and province/territory of residence, photograph, likeness, sobriquet and voice, in connection with any promotion and/or publicity, and/or for general news, entertainment and/or information purposes at no additional compensation, beyond the awarding of or participation in the applicable prize, accepts the applicable prize as offered and releases Variety – the Children’s Charity of BC from any and all liability of any kind relating to the Contest and his/her receipt and use or misuse of the applicable prize.

8. **ODDS OF WINNING.** For Contests with online entries (including Contests where entry occurs via social media) or with text entries, the odds of winning will depend on the number of eligible entries (including Additional Entries if applicable) received during the Contest period.

9. All decisions of Variety – the Children’s Charity with respect to any aspect of a Contest are final and binding on all entrants without right of appeal. Contests are subject to all applicable federal, provincial, and municipal laws and regulations.

10. By entering a Contest, each entrant fully releases Variety – the Children’s Charity of BC, its agents, parent and affiliated organizations, prize sponsors, promotional and advertising agencies or employees of any other entity involved in the development, production, administration, or fulfillment of the applicable Contest (and any person domiciled with any such employee) from all liability of any kind relating to the Contest or his/her participation therein, including, without limitation, any liability related to: (i) any failure of the a website; (ii) any technical malfunction or other problems of any nature

whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any entry or other information to be received, captured or recorded for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the internet or at any website; (iv) any injury or damage to an entrant's or any other person's computer or other device related to or resulting from participating in a Contest; and/or (v) any combination of the above.

11. Variety – the Children's Charity of BC reserves the right to cancel, modify or suspend a Contest or to amend these General Contest Rules at any time and in any way, without prior notice, for any reason whatsoever. Without limiting the foregoing, if for any reason, in the opinion of the Organization in its sole and absolute discretion, a Contest is not capable of running as originally planned, for example as a result of tampering, unauthorized intervention, fraud, technical failures, mechanical manipulation or any other causes beyond its control, including any automated, macro, script, robotic or other system(s) or programs to enter, the Organization reserves its right to amend, cancel or suspend the applicable Contest and/or conduct a random draw from all previously received eligible entries (including Additional Entries if applicable). Without limiting the generality of the foregoing, Variety – the Children's Charity of BC reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law.

12. If it is discovered by the Organization (using any evidence or other information made available to or otherwise discovered by Variety – the Children's Charity of BC) that any person has attempted to: (i) exceed any of the limits stated in these Rules; and/or (ii) use multiple names, identities, social media accounts, telephone numbers, email addresses and/or any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or to disrupt this Contest; then he/she may be disqualified from the Contest in the sole and absolute discretion of the Organization.

13. By entering a Contest, each entrant consents to the collection, use and distribution of his/her personal information (information that identifies an entrant as an individual, such as home telephone number, age and home address) by Variety – the Children's Charity for the purposes of implementing, administering and fulfilling the applicable Contest and in accordance with Variety – the Children's Charity of BC's privacy policy, available at <https://www.variety.bc.ca/privacy-policy/>. Variety – the Children's Charity of BC will not sell or transmit this information to third parties except for the purposes of administering the applicable Contest. Any inquiry concerning the personal information held by the Organization should be addressed to Variety – the Children's Charity of BC by email at [info@variety.bc.ca](mailto:info@variety.bc.ca) or by phone at 604-320-0505. This section does not limit any other consent(s) that an individual may provide the Organization or others in relation to the collection, use and/or disclosure of their personal information. Where a Contest can be entered via a Third Party Service, you understand that any personal information you share with such Third Party Service may also be used on that Third Party Service as set out in that Third Party Service's own privacy policy.

14. For greater certainty, each prize claimant consents to the use of their name, city of residence, likeness, comments, photograph, or voice, without further compensation, in any future publicity carried out by the Organization in connection with the applicable Contest.

15. If the identity of an entrant is in dispute, the authorized account holder of the email submitted at the time of entry (if provided) will be deemed to be the entrant. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an internet access provider, on-line service

provider, or other organization (e.g. business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the e-mail address in question (if provided).