

# 2017 GOT WHAT IT TAKES TO WIN GRANT OFFICIAL RULES AND REGULATIONS

The "Got What It Takes To Win Grant" (hereafter referred to as the "Grant") is administered and operated by Hooper Law ("HL") and Wheelchair Basketball Canada ("WBC") (collectively, the "Grant Operator"). The decisions of the Grant Operator are final and binding in all matters as they relate to the Grant, including without limitation eligibility and/or disqualification of submissions and such decisions are not subject to appeal.

# ELIGIBILITY

To be eligible to win a prize through the Grant you must: (i) be a legal resident of Canada at the time of your submission; and (ii) have attained the age of majority in your province of residence and be under the age of 25 on December 31, 2017; or (iii) be the parent or legal guardian of a child who is less than 18 years of age on December 31, 2017.

Entering a submission for the Grant constitutes your acceptance of these Official Rules and Regulations.

Employees of the Grant Operator, the Grant's participating Sponsor: Sunrise Medical Canada, and their advertising agencies, and members of the immediate family of any such persons are not eligible to participate or win. For the purpose of the Grant, "immediate family" is defined as parent, spouse, siblings, children, grandparents, and grandchildren, whether as "in-laws", or by current or past marriage(s), remarriage(s), adoption, co-habitation or other family extension, and any other persons residing at the same household whether or not related.

Entries submitted by individuals who do not meet the eligibility requirements, including all requirements with respect to age and residence, are void, will be disqualified and not considered.

# PRIZES

**Grand Prize**: There is one (1) "Grand Prize" to be awarded to the "Grant Recipient", consisting of one (1) customized Quickie All Court sport wheelchair, supplied by Sunrise Medical Canada. Customization services will be provided by Sunrise Medical Canada at no additional charge. It is the responsibility of the Grant Recipient to contact Sunrise Medical Canada to make arrangements for customization. The Grand Prize includes: free shipping within Canada of one (1) Quickie All Court sport wheelchair; and one (1) replica Team Canada jersey. Approximate retail value of the Grand Prize is CAD \$4,000 (value may vary depending on customization of the sport wheelchair). The Grand Prize must be accepted as awarded and is not transferable, assignable, and/or convertible to cash (except as may be specifically permitted by Grant Operator in its sole and absolute discretion).

**Prize Conditions**: Without limiting the generality of the foregoing, the following general conditions apply to the Grand Prize: (i) no substitutions except at Grant Operator's option; (ii) if the Grant Recipient does not utilize any part(s) of the Grand Prize, then any such part(s) not utilized may, in the sole and absolute discretion of the Grant Operator, be forfeited in their entirety and, if forfeited, nothing will be substituted in their place; (iii) the Grant Operator reserves the right at any time to: (a) place reasonable



restrictions on the availability or use of the Grand Prize or any component thereof; and (b) substitute the Grand Prize or a component thereof for any reason with a prize or prize component(s) of equal or greater value, including, without limitation, but solely at the Grant Operator's sole discretion, a cash award; (iv) by accepting the Grand Prize, the Grant Recipient agrees to waive all recourse against the Released Parties, defined in the 'Awarding of Prizes' section of these Official Rules and Regulations, if the Grand Prize or a component thereof does not prove satisfactory, either in whole or in part; and (v) the Grant Recipient must sign and return the Grant Operator's release (by the date indicated on the release form) indicating that the Grant Recipient waives all recourse against the Released Parties relating to his/her participation in the Grant (including, without limitation, any travel related thereto). Any prize details not specified above will be determined by the Grant Operator, in its sole discretion. The Grand Prize is awarded "as is" without any warranty or guarantee, either express or implied by the Grant Operator.

## HOW TO ENTER

NO PURCHASE NECESSARY. The odds of winning depend on the amount of participants in the Grant. Entries may be submitted as follows:

To submit an entry and have a chance to be awarded the Grand Prize, you must, from November 20, 2017 through to December 31, 2017 (the "Submission Period"): (i) create a video, photo, drawing or letter that contains a description of yourself and your interest in wheelchair basketball, and an explanation of why you "have what it takes to win"; (ii) download and complete the Grant submission form from the WBC website at <u>www.wheelchairbasketball.ca/programs/got-what-it-takes-grant</u>; and (iii) submit your entry and the completed Grant submission form to WBC by email at: <u>info@wheelchairbasketball.ca</u>, or by mail to:

Wheelchair Basketball Canada 6 Antares Drive, Phase 1, Unit 8 Ottawa, Ontario K2E 8A9

Every completed entry must be received by the Grant Operator before the expiry of the Submission Period in order to be eligible to win the Grand Prize. Any entries received after the end of the applicable Submission Period will be considered ineligible. The Grant Operator is not responsible for lost or late entries.

Entries must not include the intellectual property of any third party. Entries that are corrupted, false, deceptive, or otherwise not in compliance with these Official Rules and Regulations may be disqualified at the Grant Operator's sole and absolute discretion. All decisions of the Grant Operator shall be final and shall not be subject to appeal.

#### SELECTION OF PROSPECTIVE WINNER

At the end of the Submission Period, the Grant Operator selection panel will select the winning entry from all entries received during the Submission Period. The "prospective winner" will be chosen based



on the selection panel's assessment of which entry contains the best example of the "Got What It Takes To Win" theme and the creativity shown in the entry. The prospective winner will be contacted by the Grant Operator via telephone and/or email within one (1) week of being chosen as the prospective winner of the Grand Prize. If the prospective winner is unable to be contacted after three (3) attempts by the Grant Operator, he/she forfeits the Grand Prize and another prospective winner may, at the sole discretion of the Grant Operator, be selected.

## **AWARDING OF PRIZES**

To be declared the recipient of the Grant, each prospective winner must:

- a) Have submitted his/her entry in compliance with these Official Rules and Regulations and be eligible to win the Grand Prize pursuant to these Official Rules and Regulations;
- b) Sign and return within a designated time period a Declaration and Waiver in a form prescribed by the Grant Operator, confirming his/her acceptance and compliance with these Official Rules and Regulations and releasing the Grant Operator, HL and WBC, the Sponsor Sunrise Medical Canada, and each of their respective employees, directors, officers, governors, shareholders, affiliates, representatives, parent companies, subsidiaries, professional advisors, and advertising and promotional agencies (collectively, the "Released Parties") from any and all liability arising out of, pursuant to, or as a result of carrying out the Grant, or any part of the Grant, including, without limitation, liability arising from the acceptance of and usage of the Grand Prize as awarded, the administration of the Grant and the selection of any potential winners, with these Official Rules and Regulations, and consent to the announcement of the Grant Recipient's name and the use by the Grant Operator of the Grant Recipient's name, address, photograph likeness, voice or statements for advertising and promotional purposes without any further compensation to the Grant Recipient. The date to publicly announce the Grant Recipient shall be determined by the Grant Operator.

The Grand Prize must be accepted as awarded, is non-transferable and non-redeemable for cash. The Grand Prize may not be substituted except by the Grant Operator, who reserves the right to substitute a prize or any portion of the Grand Prize with a prize of equal or greater value. By entering any part of the Grant, all entrants, should they win, agree to the use of their name, address (city only), photo and/or image on video for publicity and promotional purposes without compensation. The Grant Operator reserves the right to refuse an entry from a person whose eligibility is in question or who has been disqualified or is otherwise ineligible to enter. Any attempt by anyone to deliberately undermine the legitimate operation of the Grant is in violation of criminal and civil law and the Grant Operator reserves the right to seek damages or other legal remedy to the fullest extent permitted by law.

#### LIMITATION OF LIABILITY

The Released Parties are not responsible for errors in the offer or administration of the Grant, or any part of the Grant, including but not limited to, errors in the advertising, these Official Rules and Regulations, the selection and announcement of the Grant Recipient, or the distribution of any prize. In



addition, the Released Parties shall not be liable for any damages caused or alleged to be caused by any: (a) entry, prize or other correspondence or data that is lost, stolen, late, garbled, distorted, delayed, damaged or misdirected for any reason; (b) failure, interruption, technical malfunction or delay; (c) email, text message or other communication sent or received to or from the Grant Operator or any of its agents or designees, for any reason; (d) incorrect, untimely or inaccurate information, whether caused by users or by equipment or programming errors associated with or utilized in any part of the Grant; (e) technical or human error which may occur in the processing of any submissions to the Grant; (f) problems with the function of any website or website feature (including, without limitation any features thereon), however caused; (g) malfunction of, or damage caused to, any telephone network or lines, computer equipment data, software, online systems, servers or access providers; (h) functionality lost due to not having cookies enabled; (i) traffic congestion on the Internet; (j) security of privacy of information transmitted via telephone or computer networks; (k) breaches of privacy due to interference by third party "hackers" or for any damage caused to or incurred by any entrant or any other person by reason of any such event or occurrence; or (I) printing errors appearing in these Official Rules and Regulations or related Grant materials. The Grant Operator may terminate or withdraw the Grant without liability, at any time, at its sole discretion.

## SUBJECT TO APPLICABLE LAWS

The Grant is subject to all applicable federal, provincial, municipal and local laws. The Grant Operator reserves the right to modify or terminate the Grant, or any portion thereof, at any time without notice to participants.

#### PRIVACY

Personal information collected during the administration of the Grant, or any part of the Grant, will only be used in conjunction with executing the terms of the Grant as described in these Official Rules and Regulations. By entering any part of the Grant, the Grant Operator and its parent companies, subsidiaries, affiliates and agencies, may collect and use the information you provide in your submission, including your age and contact information, to qualify you for the Grant and to contact you and provide ongoing service regarding the same.