

## **CONTEST RULES**

### **CFO Cares Feeding The Frontline (the “Contest”)**

#### **1. ENTRY PERIOD & CONTEST SPONSORS.**

- (a) The Contest is brought to you by (the “**Contest Sponsor**”) Chicken Farmers of Ontario(CFO).
- (b) The Contest entry period (the “**Entry Period**”) starts on **Tuesday, June 15, 2021, at 6:00 p.m.** and continues until **Friday, July 23, 11:59 p.m., 2021**. All times are time zone Eastern.

#### **2. HOW TO NOMINATE.**

- (a) No purchase necessary.
- (b) CFO farmer-members and/or elected officials representing a constituency in the province of Ontario (“**Nominator**”) can go to [www.ontariochicken.ca/Farmer-Member-Resources/COVID-19-Information/Feeding-the-Frontline](http://www.ontariochicken.ca/Farmer-Member-Resources/COVID-19-Information/Feeding-the-Frontline) during the Entry Period and click on the Contest banners, buttons and/or links to access the online nomination form for the Contest. Complete the online nomination form as instructed, including all required information, and submit your nomination (“**Entry**”) as instructed.
- (c) Each entry must be submitted separately.
- (d) Any attempt or suspected attempt to enter this Contest in a fashion not authorized by these rules shall be deemed to be tampering and will void all of your entries. Entries that contain false information and/or are late, lost, stolen, falsified, illegible, damaged, misdirected, mutilated, garbled or incomplete, altered or otherwise irregular or entries that have been submitted using robotic, automated, programmed, or through illicit means, or that do not conform with or satisfy any or all of these Contest rules, as determined in the Contest Sponsors’ absolute discretion, will be judged null and void and disqualified. Only entries received by CFO will be considered. Proof of entry transmission shall not constitute proof of receipt. CFO reserves the right to refuse any entry in its absolute discretion.
- (e) Odds of winning depend on the number of eligible entries received.
- (f) Although this Contest may be communicated, promoted, or administered by means of any third party social media or social networking service or site (each, a “**Third Party Service**”),



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entrants acknowledge that: (i) this Contest is not sponsored, endorsed or administered by, or associated with, any Third Party Service; (ii) if entry into this Contest is by means of a Third Party Service, entrants must have a valid account with the applicable Third Party Service (and may be required to have a public (i.e. non-private) account in order to participate) and must comply with the applicable Third Party Service's terms and policies; and (iii) any questions, comments or complaints regarding this Contest should be directed to the Contest Sponsors and not to any Third Party Service. By participating in this Contest, you completely release any Third Party Service of all liability in relation to any injury, damage or loss that may occur, directly or indirectly, in whole or in part, from your participation.

### **3. ELIGIBILITY.**

- (a) The Contest is open to residents of Ontario who are over the age of majority in Ontario and are employed by or volunteer at an essential business as defined by Ontario Regulation 82/20 made under the *Emergency Management and Civil Protection Act*, with the exclusion of section 21 of schedule 2 (farms) ("**Entrant**").
- (b) Employees, officers, directors, agents, representatives, and farmer-members of the Contest Sponsor, their parent and affiliated companies, the Contest prize suppliers, the Contest judges (if applicable), and any and all other companies associated with the Contest, are not eligible to enter this Contest.
- (c) The Contest Sponsor shall have the right at any time to require proof of identity and/or eligibility to enter the Contest. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. The Contest Sponsor reserve the right, in their sole discretion, to disqualify any entrant should such an entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.
- (d) At the discretion of the Contest Sponsors, entrants may be required to sign and return a release of liability and consent to publicity form (the "**Release Form**") within the time period specified in the Release Form, and any other documentations may reasonably be required by the Contest Sponsor in their absolute discretion.

### **4. PRIZE DESCRIPTION.**

- (a) Entrants are eligible to win one (1) of fifteen (15) total prizes valued at approximately \$150.00 and the opportunity to direct a donation of chicken to an eligible food bank or establishment of a value not exceeding \$2500.00.
- (a) Prizes will be awarded as follows: nine (9) prizes to be drawn for eligible entries nominated by CFO farmer-members for individuals residing in each of CFO's nine (9) districts, and six (6) prizes to be drawn for eligible entries nominated by elected officials for individuals residing in each of Ontario's six (6) regions, for a total of fifteen (15) prizes.



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- (b) No financial compensation will be made or required if actual prize value is lower than the total value quoted in these rules. Prize must be accepted as awarded, without substitution, transfer, exchange or assignment, unless otherwise determined in the absolute discretion of the Contest Sponsor and/or prize suppliers. Any unused portion of a prize, once awarded, will be deemed forfeited by the applicable winner, and no financial compensation will be made or required in respect of such unused portion. The Contest Sponsor and/or the prize suppliers reserve the right, in their absolute discretion, to substitute a prize or a component of a prize with a prize or a component of a prize (as applicable) of equal or greater value, including, without limitation, a monetary award, if the prize or prize component cannot be awarded by the Contest Sponsor and/or the prize supplier(s) for any reason. Prize may not be exactly as advertised. Prize will not be replaced if lost, destroyed or stolen.
- (c) To receive the aforementioned donations of chicken, food banks or other establishments must meet public health food handling standards and be able to logistically accept the donation to be eligible. The Contest Sponsor shall have the right at any time to require proof of eligibility and food handling certification. Failure to provide such proof may result in disqualification from receiving a chicken donation. All information requested by and supplied for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. The Contest Sponsor reserve the right, in their sole discretion, to disqualify any food bank or establishment should such an entity at any stage supply untruthful, incomplete, inaccurate or misleading information.
- (d) The aforementioned donations of chicken to food banks or other establishments are made on behalf of CFO, and provide no direct benefit, no tax benefit, nor any financial reward to a nominator, entrant or prize winner.
- (e) Except as expressly warranted herein, any Contest prize is provided “as is” without further warranty of any kind.

## **5. DRAW.**

- (a) A random draw from all eligible entries received will be made by CFO or CFO's representative, at approximately 11:50 a.m. July 21, 2021, at 3320 South Service Road, Burlington, Ontario. Prizes will be awarded as follows: nine (9) prizes to be drawn for eligible entries nominated by CFO farmer-members for individuals residing in each of CFO's nine (9) districts, and six (6) prizes to be drawn for eligible entries nominated by elected officials for individuals residing in each of Ontario's six (6) regions.
- (b) Selected entrants will be contacted by email at the email address indicated on the selected entrant's entry. A selected entrant will be disqualified and required to forfeit any claim to the Contest prize if he or she cannot be reached within three (3) business days following the first attempt of contact or if the terms set forth in these Contest rules are not adhered to.
- (c) Decisions and rulings of the Contest Sponsor and/or their representatives are final and binding without appeal in all matters related to this Contest and the awarding of a prize.



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- (d) To be declared a winner, a selected entrant must correctly answer without assistance of any kind, whether mechanical or otherwise, a time-limited, mathematical skill-testing question; be in full compliance with these Contest rules; and, in the discretion of the Contest Sponsors, provide a release of liability and consent by reviewing and agreeing to the Consent and Release Form (the “**Release Form**”) within the time period specified by the Contest Sponsor, and any other documentation as may reasonably be required by the Contest Sponsor in their absolute discretion.
- (e) A selected entrant may be required to provide proof of identification to the Contest Sponsor when claiming a prize or otherwise in connection with this Contest to facilitate the Contest Sponsor’s accurate identification of a Contest winner.
- (f) If a selected entrant does not fulfill the conditions set out in these rules, or declines or forfeits a Contest prize, the Contest Sponsor reserves the right, in their absolute discretion, to cancel the Contest prize or to select another entrant from the remaining eligible entries pursuant to the process described above.
- (g) Once a winner has been confirmed in accordance with the terms of these Contest rules, prize distribution will promptly be coordinated.

## **6. RELEASE OF LIABILITY / CONSENT TO PUBLICITY.**

By entering the Contest, each nominator and entrant accepts and agrees to (i) be legally bound by these Contest rules, including all eligibility requirements, (ii) be bound by the decisions of the Contest Sponsor and their representatives or the independent judging organization, if any, which are final, binding and conclusive (without appeal) on all matters relative to the Contest; and (iii) remise, release and forever discharge the Contest Sponsor, their respective parent and affiliated companies, subsidiaries, licensees, distributors, divisions, dealers, retailers, printers and advertising and promotional agencies, any and all other companies associated with the Contest (including prize suppliers and suppliers of materials or services related to the Contest), and all of their respective employees, directors, officers, shareholders, agents, representatives, successors and assigns (collectively, the “**Releasees**”) from any and all actions, causes of actions, suits, debts, dues, accounts, claims, damages or liability for any loss, harm, damages, costs or expenses arising out of, or in any way related to, his/her participation in the Contest and/or the awarding, receipt, possession, use and/or misuse of any Contest prize (or any portion thereof), or any travel or activity that is related to the receipt or use of any Contest prize, including, without limitation costs or losses related to personal injuries, death, damage to, loss or destruction of property, and rights of publicity, personality, privacy and/or intellectual property.

Each entrant and nominator authorizes the Contest Sponsor and their respective designees to use in any related publicity the name, city and province/territory of residence, occupation, photograph, image, likeness, voice, and any statements he/she may make regarding the Contest for advertising and promotional purposes worldwide in perpetuity, in any form of media including the Internet, without limitation and without additional compensation or consideration, permission or notification, unless prohibited by law; and each entrant and nominator waives any rights that may exist in respect of materials produced pursuant to the foregoing.

## **7. LIMITATION OF LIABILITY.**

The Releasees are not responsible for (i) stolen, late, incomplete, illegible, inaccurate, misdirected, lost, misrouted, scrambled, damaged, delayed, undelivered, mutilated, postage-due or garbled entries, transmissions, email or mail; (ii) lost, interrupted or unavailable network, cable, satellite, server, Internet Service Provider, website, or other connections, including those through and/or by any website; (iii) jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (iv) failures or malfunctions of phones, phone lines or telephone systems, any error, omission, interruption, defect or delay in transmission, processing, or communication; (v) non-delivered, misdirected, blocked, or delayed email notifications; (vi) printing, typographical or other errors appearing within these Contest rules, in any Contest-related advertisements or other materials; or (vi) any other errors, problems or difficulties of any kind, whether human, mechanical, electronic, network, computer, telephone, mail, typographical, printing or otherwise relating to or in connection with this Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of entries, the announcement of the prize or in any Contest-related materials, or the cancellation or postponement of any event. The Releasees are also not responsible for any incorrect or inaccurate information, whether caused by website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. The Releasees are not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participation in this Contest or downloading materials from or use of any website.

## **8. PRIVACY.**

By entering this Contest, each entrant consents to the collection, use, and disclosure of his/her personal information for the purposes and in the manner described herein. All information submitted by entrants is being collected by CFO or CFO's representative and is subject to the CFO Information Disclosure & Privacy Statement, available at <https://www.ontariochicken.ca/getattachment/information-disclosure-and-privacy-statement-effective-12-17-14.pdf.aspx>

Online entrants may be given the option to receive commercial emails and/or other communications from the Contest Sponsor or other parties; however, eligibility to participate in the Contest is not dependent upon an entrant's consent to receive any such emails and communications, and consenting to receiving such emails and communications will not impact an entrant's chances of winning. CFO and its representatives will not send informational or marketing communications to entrants, unless entrants expressly consent to receive such communications through an opt-in mechanism. Entrants may at any time opt out of receiving such materials by following the unsubscribe instructions provided at the bottom of any of these communications. Please consult the CFO Information Disclosure & Privacy Statement referenced above for further information on how CFO collects, uses, and discloses personal information. Any questions or concerns with respect to communications from CFO may be addressed to the CFO Privacy Officer at [communications@ontariochicken.ca](mailto:communications@ontariochicken.ca). Where you elect to receive informational or marketing communications from a party other than CFO, you understand and agree that your personal information will be shared with such other party for the purpose of facilitating the sending of informational or marketing communications, and you further understand and agree that your personal information, as shared with the other party, will be subject to the other party's privacy policy and information handling standards and practices.

In connection with prize fulfillment, CFO may be required to provide your personal information to another party, including, but not limited to, any other Contest Sponsor. By entering the Contest, you consent to such disclosure of your personal information in connection with the foregoing, and



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you understand and agree that, should your personal information be provided to another party, your information will be subject to that party's privacy policy and information handling standards and practices.

You further acknowledge and agree that, where you enter a Contest by means of a Third Party Service, any personal information that you share with, or by means of, such Third Party Service may also be used by the applicable Third Party Service in accordance with its own privacy policy.

## **9. GENERAL.**

- (a) **LAWS AND RULES.** This Contest will be run in accordance with these Contest rules, which shall be subject to amendment by CFO without notice or liability to you. Entrants must comply with these Contest rules and will be deemed to have received and understood these rules by participating in this Contest. The terms of this Contest, as set out in these rules, are not subject to amendment or counter-offer, except as set out herein. This Contest is subject to all applicable federal, provincial and municipal laws and regulations. These rules are governed exclusively by the laws of the province or territory in which you reside, and you submit to the exclusive jurisdiction of the courts of such province or territory. Rights and remedies may vary by province or territory.
- (b) **CANCEL AND AMEND.** CFO reserves the right to cancel, modify, or suspend this Contest or to amend the Contest rules at any time and in any way, without prior notice, for any reason whatsoever. Without limiting the foregoing, if for any reason the Contest is not capable of running as originally planned, for example as a result of tampering or infection by computervirus, bug, corruption, security breach, or other cause beyond the reasonable control of CFO, CFO reserves the right to cancel or suspend the Contest and/or conduct a random draw from all previously received eligible entries.
- (c) **CONDUCT.** The Contest Sponsor reserve the right, in their absolute discretion, to disqualify without notice any entrant that they find to be: violating the Contest rules; tampering or attempting to tamper with the entry process or the operation of the Contest or any Contest website; acting in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; or attempting to undermine the legitimate operation of the Contest. Any attempt by an entrant or any other individual to undermine the legitimate operation of this Contest may be a violation of criminal and/or civil laws. Should any such attempt be made, the Contest Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution, and CFO reserves the right to ban or disqualify an entrant from this Contest and any future contests.