

#ElevateYourBusiness Contest

OFFICIAL CONTEST RULES

(1) **Sponsor.** The #ElevateYourBusiness Contest ("Contest") is sponsored by Cansulta, operated by AKP Solutions Inc., 508-80 Front St. East, Toronto, Ontario M5E 1T4 ("Sponsor").

(2) **Eligibility.** This Contest is open to legal residents of Canada, excluding Quebec, who are at least 18 years of age at the time of entry. Employees of the Sponsor, its parent, related and affiliated companies, subsidiaries, departments or agencies, franchisees, suppliers, advertising and promotional agencies, Contest administrators, and any other parties engaged in the development, production or distribution of Contest materials, and those living in the same household are not eligible to enter. By participating in this Contest, entrant acknowledges compliance with, and agrees to be bound by, these Contest Rules. Entrants who do not comply with any of the Contest Rules are subject to disqualification by the Sponsor, in Sponsor's sole discretion.

(3) **Contest Dates and Times.** The Contest begins on September 24, 2024 at 6:00pm EST and ends on September 28, 2024 at 11:59pm EST ("Contest End Date") after which time the Contest will be closed and no further entries will be accepted.

(4) **How to Enter.** Entrants can enter by completing the entry form on the Contest website. For this Contest, receipt of an internet entry occurs when the server records the entry information. All entries must be complete and are subject to verification by the Sponsor, in its sole discretion.

Any attempt or suspected attempt to use robotic, automatic, programmed or otherwise illicit means to enter the Contest, or any other methods not authorized by these Contest Rules, for example, but not limited to, creating multiple accounts, identities, or registrations, all in the Sponsor's sole discretion, shall be deemed as tampering and may disqualify you from entering, participating and/or winning a prize. Entries that contain false or incomplete information are void. Entries that are late, lost, stolen, illegible, contain false information, are damaged, misdirected, mutilated, garbled or incomplete, altered or otherwise irregular or that do not conform with or satisfy any or all of the conditions of the Contest Rules are void. Entrants grant Sponsor a non-exclusive license to use all entries for any purpose. No correspondence will be entered into except with Selected Entrants, as defined below. Proof of transmission (for example, screenshots or captures) does not constitute proof of entry or receipt of an entry.

(5) **Contest Prizes.** There are a total of three (3) prizes available to be won: one (1) General Admission Pass to the Elevate Festival in Toronto taking place from October 1-3, 2024 (retail value: \$450 CAD + tax).

All winners assume any and all liability for any injury or damage caused, or claimed to be caused, by entering, participating in this Contest or the use or redemption of a prize. Prizes must be accepted as awarded and have no cash value. Prizes or any portion of a prize cannot be combined with other discounts, promotions or special offers. Sponsor reserves the right to substitute an alternate prize of equal or greater value if an advertised prize is unavailable at the time of award.

(6) **Odds of Winning.** The odds of winning depend on the number of eligible entries received before the Contest End Date.

(7) **Skill-Testing Question.** Selected Entrants will be required, as a condition of winning a prize, to correctly answer, without assistance of any kind, the Sponsor's time-limited, mathematical skill-testing question to be administered by the Sponsor in the Winner Release Form.

(8) **Winner Selection and Confirmation.** On September 29, 2024 (draw date) at the Toronto offices of the Sponsor the Sponsor, or an employee, agent, or other representative of the Sponsor, will conduct a random draw from all eligible entries received before Contest End Date and select the potential winners

("Selected Entrants"). Selected Entrants will be deemed winners if they meet all the eligibility criteria set out in these Contest Rules. If a Selected Entrant does not meet the eligibility criteria, they will be disqualified and will not receive a prize and another entrant will be selected by way of a random draw from the remaining eligible entries. Before being declared a winner, Selected Entrants will be required to: (1) correctly answer the Sponsor's skill-testing question; (2) sign and return the Sponsor's Declaration of Eligibility and Liability/Publicity Release form ("Winner Release"); and (3) comply with all other Contest Rules, all in the sole discretion of Sponsor.

Selected Entrants will be notified within one business day of the draw date and will be contacted using the email address provided at the time of entry into the Contest. Up to three attempts will be made to contact Selected Entrants, within two business days following the draw. A Selected Entrant that does not or cannot accept a prize may be forfeited and a new Selected Entrant selected by random draw, in the Sponsor's sole discretion. A signed copy of the Sponsor's Winner Release must be received by the Sponsor no later than September 30, 2024. Sponsor is not responsible for the failure for any reason whatsoever of a Selected Entrant to receive notification or for the Sponsor to receive a Selected Entrant's response.

Disputes regarding identity of entrant: If the identity of a Selected Entrant is disputed, the entry will be deemed to have been submitted by the individual assigned to the e-mail address entered at the time of entry ("Authorized Account Holder"). Each Selected Entrant may be required to provide proof that they are the Authorized Account Holder associated with a selected entry.

(9) **Release and Indemnification.** All winners must sign the Sponsor's Winner Release to: (1) confirm compliance with all Contest Rules; (2) agree to accept prizes as awarded; (3) release, discharge and hold harmless the Sponsor, its departments and agencies, parent, related and affiliated companies, subsidiaries, franchisees, advertising and promotional agencies, counsel, marketing partners, and each of their respective directors, officers, employees, shareholders, successors, sponsors, partners, licensees, subsidiaries, agents, artists, advisors, assignees, and all others associated with the administration, development and execution of the Contest (Released Parties) from any and all manner of action, cause of action, claim or demand, loss or injury, or any suit, debt, covenant, contract, including legal fees and expenses, whatsoever, including but not limited to, claims based on negligence, breach of contract and fundamental breach, failure of any third-party contractor or supplier used in connection with any aspect of the Contest to perform or deliver any goods or services, or any act of God or any other event beyond the Released Parties' control, any dissatisfaction of any kind by a winner with any aspect of the Contest or any prize, liability for physical injury, death, or property damage which the entrants, or guests or other third parties, their heirs, successors or assigns have, might have or could have suffered, by reason of or arising out of the entrant's participation in the Contest and/or in connection with the acceptance and/or exercise by the entrant of prizes as awarded; and (4) indemnify the Released Parties against any loss, damage or expense, including legal fees, that any of the Released Parties may suffer or incur as a result of any non-compliance by entrants with any of the Contest Rules or participation in the Contest and/or in connection with the acceptance and/or exercise by an entrant, use or misuse of a prize or any travel related thereto.

The Sponsor is not responsible for: (1) incorrect or inaccurate entry information that may affect a person's ability to participate in the Contest or be awarded a prize, including but not limited to human error, technical malfunctions, lost or delayed entries for any reason, mail failures, omission, or any combination thereof, and entries that fail to fully comply with these Contest Rules; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) lost, incomplete, delayed, mutilated or misdirected entries or Winner Releases; (4) injury or damage to entrants' computers or to any other individual's computer

related to or resulting from participating in, or downloading any material regarding the Contest or accepting a prize; (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize, including any related travel and the use of entries by Sponsor; (6) the security or privacy of information transmitted via computer networks or for breaches of privacy due to interference by third-party computer hackers or otherwise; or (7) late, lost, misdirected or unsuccessful efforts to notify a potential winner.

(10) **Other Conditions.** The Sponsor reserves the right to terminate or amend this Contest at any time and in any way, without prior notice to entrants. Without limiting the foregoing, if, for any reason, the Contest is not capable of running as originally planned, the Sponsor reserves the right to terminate the Contest and conduct a random draw from all previously received eligible entries received by the Contest End Date.

(11) **Publicity and Entrant Information.** With the exception of any personal information of entrant which is subject to applicable privacy laws and the terms of Sponsor's privacy policy, with any participation in the Contest, entrants consent to the use of the entrant's name, company name, social media handles, comments and image, or other likeness, whether on videotape or via photograph, for the administration of the Contest or any publicity carried out by the Sponsor, (and any co-sponsors) and their respective parent and affiliate companies, and each of their agents and representatives, and marketing partners, without further notice or compensation.

(12) **Governing Law.** The Contest is void where prohibited by law and is subject to all applicable Canadian federal, provincial, territorial, municipal, and local laws. This Contest shall be governed exclusively by the laws of the province of Ontario, including all issues and questions concerning the construction, validity, interpretation and enforceability of these Contest Rules, rights and obligations between and the Sponsor, and procedural provisions, without giving effect to any choice of law or conflict of law rules. Any dispute shall be adjudicated by the courts sitting in Toronto, Ontario

(13) **Rule Amendments.** The Sponsor reserves the right, in its sole discretion, to amend or modify these Contest Rules, or modify, cancel or suspend this Contest, without prior notice for any reason whatsoever, including without limitation in the event that any cause beyond the reasonable control of the Sponsor corrupts, or threatens to corrupt, the security or proper administration of the Contest.

(14) **Intellectual Property.** All intellectual property, including but not limited to trademarks, logos, designs, promotional materials, web pages, source codes, images, drawings, illustrations, slogans and representations are owned by the Sponsor. All rights reserved. Unauthorized copying or use of any of the Sponsor's intellectual property without the express written consent of the Sponsor is strictly prohibited.

(15) **Use of Personal Information.** By participating in the Contest, each entrant consents to the Sponsor's and/or their Contest co-sponsors', prize or service providers', and administrators' collection, use and disclosure of their name, e-mail or other electronic address, telephone numbers, town or city, province or territory of residence postal code, or mailing address ("Personal Information") solely for the purpose of administering the Contest, including for prize fulfillment purposes, where applicable. Personal Information will only be used for Contest Sponsors marketing purposes with the entrant's consent. To review Sponsor's privacy policy, see the <https://www.cansulta.com/privacy>.

© 2024 CANSULTA operated by AKP Solutions Inc. All Rights Reserved.