Active for Life's Where's the Snowshoe contest – Rules and Regulations

The following contest is intended for play in **Canada** only and shall only be construed and evaluated according to Canadian law. You may not enter this contest if you are not a resident of Canada from the Contest Starting Date to the Draw Date. Participants must be at or over the age of majority in their province of residence by the Contest Starting Date. ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES (the "Official Contest Rules").

1. The Active for Life "Where's the Snowshoe" (the "Contest") runs from 05:00:00 a.m. EDT on November 18, 2013 (the "Contest Starting Date") to 11:59:59 p.m. EDT on December 13, 2013 (the "Contest Completion Date").

How to Enter and Eligibility

2. NO PURCHASE IS NECESSARY

- . To be eligible for the Contest, an individual must be a legal resident of Canada from the Contest Starting Date to the Draw Date (as hereinafter defined) and have reached the age of majority in his or her province/territory of residence by the Contest Starting Date.
- . Employees, their immediate family, and persons domiciled with employees of Active for Life and the Sponsor's parents, affiliates, subsidiaries, or agents are not eligible to participate in the Contest. The Contest is void where prohibited by law.
- . The Contest begins on the Contest Starting Date and ends on the Contest Completion Date (the "Contest Period").
- . To enter the Contest, entrants must enter online at activeforlife.com during the Contest Period. Entrants must locate the snowshoe icon at activeforlife.com, and click on it to submit your entry by following the instructions found on activeforlife.com.

Limit of one (1) Regular Entry per individual per day during the contest dates. In the event of a dispute, Entries received on-line shall be deemed to be submitted by the "Authorized Account Holder" of the email address submitted at the time of entry. "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 submitted e-mail address.

Prizes. There will be one grand prize valued at \$300.

The prize must be accepted as awarded and cannot be transferred; substituted; or redeemed for cash. The total value is approximate and may not be exact. Contest organizers reserve the right, at their sole discretion, to substitute any and all of the prizes for prizes of equal or greater value should all or part of a prize become unavailable for any reason. All arrangements for and delivery of, the Prize must be completed no later than January 1, 2014.

The Draw

- 4. A random draw to select the potential Prize winner will be conducted by the Sponsor or its representatives on December 17 at 4:00pm EDT from among all eligible entries received up to 11:59pm EDT December 13, 2013. The odds of being selected depend on the total number of eligible entries received. The Sponsor or its representatives will attempt to contact the selected entrants by e-mail periodically for a period (the "Contact Period") of up to ten (10) business days following the Draw Date at the email address provided by the entrant at the time of entry. If, by the end of the Contact Period, the selected entrant cannot be contacted, or has failed to respond to any e-mail left by the Sponsor or its representatives or if, for any reason, the Prize cannot be awarded to that selected entrant, that selected entrant will be disqualified and shall no longer have any entitlement to receive the Prize and the Sponsor may, at its sole discretion, randomly select another Contest entrant whom it shall attempt to contact. and who shall be subject to disqualification, in the same manner. The Sponsor is not obliged to attempt to contact or otherwise communicate with any entrant, other than a selected entrant. The name of the Prize winners will be announced on www.activeforlife.com.
- 5. In order to be declared a winner, each selected entrant must first correctly answer a time-limited, mathematical, skill-testing question and must complete and return the Sponsor's form of Contest Declaration and Release within seven (7) days of delivery of same by Sponsor, confirming compliance with these Official Contest Rules and releasing the Sponsor and its employees, directors, officers, agents and representatives

(collectively, the "Contest Group") from and against all liability in connection with the Contest and the awarding of the prize. The Sponsor reserves the right to verify a selected entrant's compliance with these Official Contest Rules and the accuracy of information contained in the entry before declaring such entrant to be a winner.

General Rules

- 6. All entries become property of Active for Life of 4309 Montrose, Westmount, Québec, H3Y 2A6 upon receipt and will not be returned.
- 7. The sole determinant of time for the purposes of receipt of a valid entry in this Contest will be the Sponsor's, or its agent's or representative's, network/server equipment and related records, subject to review by the Sponsor.
- 8. The decisions of the Sponsor will be final and binding on all entrants.

The Sponsor shall not bear any liability for:

- . Contest entries that are lost, stolen, delayed, destroyed, or illegible, incomplete, or otherwise improperly completed;
- . The loss, theft, or misuse of the prize; or
- . Any property damage, personal injury or misfortune in any way attributable to this contest or the prize.
- 9. All decision(s) of the Sponsor, are final with respect to all aspects of the Contest, including, without limitation, eligibility and/or disqualification of entries. By entering the Contest, all entrants accept, and agree to abide and be bound by, these Official Contest Rules and the decisions of the Sponsor.
- 10. By entering this Contest, each entrant and purported entrant absolves and releases the Contest Group from any and all demands, claims, suits, or liability of any kind arising out of, or in connection with, any injury, damage, or loss to person or property, or related costs or expenses, which may be suffered or incurred by such entrant or purported entrant as a result of participation or attempted participation in the Contest, compliance or non-compliance with these Official Contest Rules, and/or acceptance and use of a prize. The Sponsor: (i) shall not bear any liability arising from or in any way related to the Contest or the prizes; (ii) without limiting the

generality of the foregoing, assume no responsibility for lost, stolen, delayed, damaged, incomplete, or misdirected contest entries; any failure of the Sponsor's web site during the Contest Period; any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, access providers, facilities, or computer equipment or software; any failure of (or delay in) any e-mail or other electronic transmission to be received or sent by the Sponsor or its agents on account of technical problems or traffic congestion on the Internet or at any web site; or any combination of the foregoing, including any injury or damage to any entrant's, purported entrant's, or any other person's computer related to or resulting from any person's participation or attempted participation in the Contest, including without limitation to, use of the Sponsor's website or the sending or receiving of e-mails; (iii) make no warranty, guaranty or representation of any kind concerning a prize; and (iv) disclaim any implied warranty.

- 11. The Sponsor reserves the right to change the terms of the Contest or terminate it at any time. Without limiting the generality of the foregoing, if for any reason the Contest is not capable of running as planned or if the administration, security, fairness, integrity, or proper conduct of the Contest is corrupted or adversely affected, including by reason of tampering, fraud, technical failures or any other reason beyond its control, the Sponsor reserves the right to cancel, terminate, modify or suspend the Contest, including selecting the winners from previously received eligible entries.
- 12. The Sponsor reserves the right to disqualify any person that it finds to be in violation of these Official Contest Rules or tampering with the Sponsor's website or the Contest entry process. Any attempt to deliberately damage any web site, obtain unauthorized access to the computer of another person or to otherwise undermine the legitimate operation of the Contest is a violation of the law and, should such an attempt be made by any person, the Sponsor reserves the right, in addition to disqualifying any such person from the Contest, to seek remedies and damages to the fullest extent permitted by law.
- 13. By entering this Contest, all entrants consent and agree to the use of their name, address, likeness and photo for any purpose by the Sponsor, without compensation.
- 14. By entering this Contest, all entrants give the Sponsor all rights in all

formats to materials submitted as part of the Contest.

- 15. This Contest and the terms and conditions contained in these Official Contest Rules are governed by and shall be construed in accordance with the domestic laws of the Province of Ontario and the federal laws of Canada applicable therein and all entrants and purported entrants expressly attorn to the jurisdiction of the courts thereof. This Contest is void where prohibited.
- 16. By entering this contest, entrants will be sharing their personal information with the Sponsor. Personal information about entrants collected in connection with this Contest will only be used only for the purpose of administering this Contest unless entrants otherwise agree. Personal information about entrants will be used in accordance with the terms of privacy policy of www.activeforlife.com