

# THE QUEST TO CONQUER CANCER MARATHON FUNDRAISER DRAW

## OFFICIAL CONTEST RULES

### 1. CONTEST PERIOD, ORGANIZER, AND RULES

1.1 The “Quest to Conquer Cancer Marathon” Draw (referred to as “**Contest**”) run from 12:00:01 am on December 1, 2022 to 11:59:59 pm ET on December 19, 2022 (the “**Contest Close Date**”) (such period of time referred to herein as the “**Contest Period**”).

1.2 The organizer of the Contest is The Princess Margaret Cancer Foundation (the “**Organizer**”).

1.3 By participating in the Contest, each Entrant (defined below) agrees to abide by and be bound by the official contest rules set out herein (the “**Rules**”). All decisions of the Organizer shall be final and binding, without right of appeal, in all matters relating to this Contest and the awarding of the prizes, including without limitation eligibility and/or disqualification of Entrants.

### 2. ELIGIBILITY.

2.1 The Contests are open to residents of Canada (excluding Quebec) and United States of America (Contiguous United States – excluding Hawaii and Alaska) who are either (i) individuals who are eighteen (18) years of age or older on the date on which they enter the Contest, or (ii) businesses (including but not limited to corporations, partnerships and sole proprietorships) (a “**Business**”). Persons who enter a Contest are referred to herein as “**Entrants**”.

2.2 The following persons are not eligible to enter a Contest:

(a) any individual who is or was an officer, director, employee, agent or representative of Organizer, between December 1st, 2022, and the Contest Close Date or any person who is a member of the immediate family and resides with such an individual. For the purposes of these Official Rules, “**immediate family**” shall mean a parent, grandparent, child, grandchild, sibling, or spouse (whether common law or otherwise);

(b) any legal entity that provided or provides services to Organizer in its business operations specifically for the Contest. For clarity, employees of such service providers are not excluded from eligibility; or

(c) any Contest judges, or any person or entity that provided services or materials in connection with this Contest, and each of their subsidiaries, affiliates, advertising and promotional agencies, and each of their respective officers, directors, employees, agents or representatives, and any person who is a member of the immediate family and resides with such an individual.

### 3. OVERVIEW AND MEANS OF ENTRY

3.1 **NO PURCHASE NECESSARY.** Each entry into the Contest is referred to herein as an “**Entry**”.

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3.2 Enter the Contest by going to the Quest Donor Drive page (the “**Contest Site**”), and taking one of the following actions:

(a) Donation Entry:

i. Make a donation of \$10 (CAD) or greater and you will automatically be entered into a random draw to win prizes within the specified tiers listed in Schedule A. Each donation qualifies you one entry into the tier that your donation amount qualifies for as well as all tiers below the dollar amount of the donation. E.g. If you donate \$100 dollars, you would be granted one entry to win an AMD Desktop or Laptop as well as one entry in all prize tiers below.

ii. Between \$10 - \$14.99 for one entry Tier A

iii. Between \$15 - \$24.99 for one entry Tier A and Tier B

iv. Between \$25 – \$49.99 for one entry Tier A, Tier B, and Tier C

v. Between \$50 - \$99.99 for one entry Tier A, Tier B, Tier C, and Tier D

vi. \$100 or over for one entry into Tier A, Tier B, Tier C, Tier D, and Tier E

(b) Free Entry:

(i) You may enter the contest by mailing a 500-word essay on one (1) of the topics listed below. The essay must be handwritten. Include in the Essay your first name, last name, mailing address, email address, month and year of birth, and telephone number.

(ii) Each Entrant that submits a qualifying essay will be granted one entry into prize tiers A through E

(iii) Essay topics:

- Why is it important to you to help Conquer Cancer in your lifetime? How have you been impacted by cancer?

- Why is it important to you to fundraise for initiatives like these? What has been your best charitable experience to date?

- How has gaming/video games helped you through a difficult time? (A) be an original composition of the author, written for the purpose of this Contest;

(B) not have been previously published or submitted for this or any other Contest sponsored by the Organizer;

(iv) Each Essay must:

- a) not infringe on the privacy or intellectual property rights of any third party;
- b) be in good taste and in keeping with the Organizer's corporate image; and
- c) be written about the identified essay topic.

(v) Essays must each be submitted in a separate, hand-addressed outer envelope and mailed to:

The Princess Margaret Cancer Foundation

Quest to Conquer Cancer 2022 Marathon Prize Pool Contest

610 University Avenue, Toronto, ON M5G 2M9

(vi) Essays must be postmarked by December 18th 2022 and received by the Organizer by December 31st, 2022.

3.3 If the Entrant is a Business, the individual entering on behalf of the Business shall clearly identify the individual who will be awarded any Prize(s) won as a result of an Entry by the Business (the “**Designated Individual**”). The Designated Individual will be responsible for answering the skill-testing question. They will also be required to sign a Declaration and Release on their own behalf and to also obtain a signed Declaration and Release from a signing officer of the Business.

#### **4. PRIZES.**

4.1 One prize will be awarded to a person selected and confirmed as the winner for each item listed in Schedule A (the “**Winner**”). The Winner will receive the item outlined in Schedule A (the “**Prize**”).

4.2 Timing of the prize delivery shall be determined by availability and shipping logistics at the time of winner selection.

4.3 Prize must be accepted as awarded and may not be substituted or transferred in whole or in part to any other legal person. No substitutions or cash redemptions of Prize allowed. Organizer reserves the right, in Organizer sole discretion, to substitute a prize of equal or greater value.

4.4 Prizes are to be donated by third parties to The Princess Margaret Cancer Foundation and, as such, are subject to availability; if the third party does not actually deliver a Prize to us, if such entity revokes or withdraws a Prize, or if the Prize is not otherwise made available to us, then we, as organizer will not be able to award the Prize.

4.5 Any costs or expenses associated with a Prize not specified herein, including but not limited to taxes and duty (if applicable) will be the responsibility of the Winner. The Organizer is not responsible for fees or any other expenses (if any) resulting from the prize claim or award of any potential winner or winner.

#### **5. WINNER SELECTION, VERIFICATION, PRIZE CLAIM CONDITIONS.**

5.1 On or about January 6th, 2023 (“**Draw Date**”) a random draw will be conducted from among all eligible Entries received for each Prize to select one (1) potential winner. The selected Entrant will be contacted by email within ten (10) business days of the Draw Date. 47266342.1

The Organizer or its representative will attempt to contact the Selected Entrant up to three (3) times at the email associated with the donation.

5.2 Odds of being selected as a potential winner depend on the number of eligible entries received for the Contest.

5.3 Each entrant is only allowed to win one prize per contest. After winning a prize they are no longer eligible win any more prizes for this contest.

5.4 In order to be declared a Winner, the selected Entrant must first:

(a) respond to notification of selection within three (3) business days of the first attempt to contact;

(b) correctly answer a time-limited mathematical skill-testing question to be administered by email within three (3) business days of first notification;

(c) sign and return to the Organizer, within three (3) business days of receipt by Winner, a written declaration and release form, releasing the Organizer, its employees, officers, directors, and promotional partners, from any liability in connection with this Contest or the use, misuse, awarding or possession of any prize (the “**Release**”); and

(d) be in compliance with the Rules.

5.5 Organizer will not be responsible for inaccurate information, inability to reach selected Entrant or failure of selected Entrant to respond to notification by the deadline provided, failure to provide proof of eligibility (if requested), the Release, or other required documentation in a timely manner, failure to correctly answer the skill-testing question, inability to qualify as a Partner, or other non-compliance with the Rules.

5.6 Failure to comply with the Rules may result in disqualification, forfeiture of the prize and, at Organizer’s sole discretion, initiating the prize claim process with an alternate eligible Entrant, who will be subject to disqualification in the same manner.

5.7 If the Organizer subsequently determines that the Winner made a false statement in any document referenced above, the Winner may be required to promptly return the prize to the Organizer.

## **6. RIGHT TO VOID / TERMINATE / SUSPEND / MODIFY**

6.1 Organizer reserves the right to terminate, suspend or modify this Contest, in whole or in part, at any time and without notice or obligation if, in Organizer’s sole discretion, any factor interferes with its proper conduct as contemplated by the Rules.

6.2 The Organizer reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process, the operation of the Contest or any website associated with the Contest, violates the Rules, or acts with intent to annoy, abuse, threaten or harass any other person, or otherwise behaves in an unsportsmanlike manner.

6.3 Without limiting the generality of the foregoing, if the Contest, or any part thereof, is not capable of running as planned for any reason, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, programming errors, or technical failures, which, in the sole discretion of the Organizer, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, then Organizer may, in its sole discretion:

(a) void any suspect Entries and award the Prize to another eligible Entrant in accordance with the winner selection criteria set out above;

(b) terminate the Contest, or any portion thereof; and/or

(c) modify or suspend the Contest, or any portion thereof, to address the impairment and then resume the Contest, or relevant portion, in a manner that best conforms to the spirit of the Rules.

## **7. LIMITATION OF LIABILITY; RELEASES; JURISDICTION**

7.1 BY PARTICIPATING IN THIS CONTEST, ENTRANTS AGREE THAT THE ORGANIZER, ITS EMPLOYEES, OFFICERS AND DIRECTORS, HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY RESULTING FROM THE CONTEST, INCLUDING THE ACCEPTANCE, POSSESSION, MISUSE OF THE PRIZE OR ANY GOODS FOR WHICH IT MAY BE REDEEMED, OR FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY RESULTING FROM ENTRY OR PARTICIPATION IN THIS CONTEST, INCLUDING ACCESS TO, USE OF, OR MALFUNCTION OF ANY WEBSITE OR COMPUTER SYSTEM ASSOCIATED WITH THE CONTEST.

7.2 Without limiting the foregoing, Organizer shall not be responsible for:

(a) any incomplete or inaccurate information that is caused by any of the equipment or programming associated with or utilized in the Contest, or by any technical or human error which may occur in the processing of Entries in the Contest;

(b) lost, interrupted, or unavailable network, server, service provider, on-line systems, telephone networks or telephone lines, or any other connections;

(c) the theft, destruction, loss or unauthorized access to, or alteration of, Entries;

(d) any problems with, or malfunctions or failures of, computers or computer on-line systems, servers or providers, computer equipment, software, viruses or bugs;

(e) garbled transmissions or miscommunications;

(f) printing, distribution, programming or production errors, and any other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise; or

(g) technical, pictorial, typographical or editorial errors or omissions contained herein.

7.3 All issues and questions concerning the construction, validity, interpretation and enforceability of the Rules or the rights and obligations as between an Entrant and the Organizer in connection with the Contest shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The contest is void where prohibited or otherwise not permitted by law.

7.4 To the fullest extent permitted by law, all disputes, claims and causes of action arising out of or connected with the Contest, prize or these Official Rules will be resolved individually, without resort to any form of class action, and exclusively by the appropriate court of the Province of Ontario, Canada, in Toronto, Ontario.

## **8. PROTECTION OF PERSONAL INFORMATION AND PUBLICITY RELEASE**

8.1 Organized and its authorized agents will collect, use, and disclose the personal information you provide when you enter the Contest for the purposes of administering the Contest and prize fulfillment.

For further information about Organizer’s privacy practices, please see Organizer’s Privacy Policy at: “[www.thepmcf.ca/Privacy-Policy](http://www.thepmcf.ca/Privacy-Policy)”.

8.2 By accepting the Prize, Winner agrees to Organizer’s use of his/her name, city/province/state/country of residence, picture, biographical information, statements, voice and likeness in any advertising and publicity that Organizer's may, directly or indirectly, conduct relating to the Contest in any media or format, whether now known or hereafter develop, at any time or times in perpetuity, without further compensation or notice, and hereby releases Organizer’s from any liability with respect thereto.

**9. GENERAL CONDITIONS**

9.1 The Organizer’s computer is the official timekeeping device for this Contest.

9.2 All Entries and prize claims are subject to verification. Proof of entry submission does not constitute proof of receipt. All Entries become the property of Organizer and will not be returned, and no correspondence will be entered into with anyone other than selected Entrant(s). Receipt of Entries will not be confirmed or acknowledged. Automated entries, entries submitted by third parties, and any entries or prize claims that are late, incomplete, fraudulent, illegible, unidentified or delayed will be void.

9.3 Organizer’s failure to enforce any term of the Rules shall not constitute a waiver of that provision. The invalidity or unenforceability of any provision of the Rules shall not affect the validity or enforceability of any other provision. If any provision of the Rules is determined to be invalid or otherwise unenforceable, then the Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

**SCHEDULE A PRIZES Marathon Prize Pool Tiers and Prizes**

TIER	Donation Amount	Item(s)	Quantity
A	\$10-\$14.99	Quest Mugs	4
		Quest Mouse Pads	4
		Fanfit Gaming GC	10
		Quest T-Shirt Swag	10
		Storage Docks	2
		Starlink Battleship	1
		Puzzle	1
		Fallout Board Game	1
B	\$15 - \$24.99	Quest Hoodie/Crew Necks	4

C	\$25 – \$49.99	Logitech G X PRO (Mouse / Headset)	1
		Logitech Streamcam Webcam	1
		Xbox SSD	1
D	\$50 - \$99.99	AMD Ryzen 7 5800x	1
		Q5 Internal SSD	1
		Q1 Internal SSD	1
		External SSD	1
		Ak Racing Gaming Chairs	1
E	\$100 or over	Alienware Aurora R10 Desktop PC	1
		XT Limited Edition Halo Infinite Graphics Card	1