OFFICIAL CONTEST RULES (the "Rules") – 2019 Canada's Wonderland Yukon Striker First Ride Fundraising Contest (the "Contest")

- CONTEST PERIOD. The Contest commences on March 14, 2019 and ends at 11:59 p.m. on April 16, 2019 (the "Contest Period"). The Contest is in support of The Hospital for Sick Children Foundation ("SickKids Foundation").
- 2. <u>ELIGIBILITY</u>. The Contest is intended for individuals interested in fundraising for the benefit of SickKids Foundation. The Contest is open to all legal residents of Canada (excluding Quebec) who are at least 13 years of age.

Canada's Wonderland is the contest sponsor (the "Contest Sponsor"). Canada's Wonderland staff, board members, and volunteers directly involved in the conduct of the Contest are prohibited from entering the Contest.

- 3. HOW TO ENTER. No purchase necessary. You can enter the Contest in one of the following two ways:
 - a. For each \$100 CAD that the participant fundraises for SickKids Foundation between March 14, 2019 and 11:59 p.m. on April 16, 2019, and the participant will automatically receive one (1) ballot into a draw for the Prize (as defined below), up to a maximum of one-hundred (100) ballots. The ballot entry(ies) will be in the registrant's name.
 - b. To enter the Contest without fundraising, e-mail (i) your full name, (ii) email address, (iii) phone number and (iv) a photocopy or scan of a unique, hand-written 250-word essay explaining your connection to SickKids, with the subject "Canada's Wonderland Yukon Striker Fundraising Contest" to <u>fundraise@sickkidsfoundation.com</u> and you will receive one (1) ballot per entry into the Contest. Any essay that is not materially unique will be disqualified. A maximum of one hundred (100) no purchase entries per person is permitted. No purchase entry requests must be emailed to the address indicated above and must be received no later than 11:59 p.m. on April 16, 2019 to ensure entry into the Contest.

By entering this Contest, participants acknowledge that they have read and understand the Rules and accept and agree to be bound by these Rules, including eligibility requirements, and the decisions of Canada's Wonderland are final, binding and conclusive on all matters relative to this Contest.

PRIZES. The prize is the opportunity to be a passenger on the first public ride of Canada's Wonderland's new Yukon Striker rollercoaster at noon on April 24, 2019 at Canada's Wonderland, as well as free lunch for you and a guest, commemorative gift and an on-ride digital photo from Yukon Striker (the "Prize"). There are seventy-two (72) Prizes to be won. Time permitting, your guest can ride Yukon Striker after the first 72 winners have had an opportunity to ride the coaster. The Prize is not refundable, and not redeemable for cash. All riders must comply with all applicable Canada's Wonderland rules and regulations, including the height requirement that all riders be between 52 inches and 77 inches in height. The Yukon Striker ride cannot accommodate Prize winners or their guests that do not meet the height requirements and Canada's Wonderland may not accommodate riders of a larger size and/or weight at Canada's Wonderland's sole and unfettered discretion. Prize winners may elect to transfer their Prize to another individual that meets the requirements set out above. The Contest Sponsor shall have no responsibility for weather delays or

weather cancellations, and the winner acknowledges and accepts such risks. The Prize winner is responsible for arranging transportation to and from Canada's Wonderland.

Prize Valued at approximately \$200.

The Contest Sponsor reserves the right, in its sole discretion, to substitute a prize of equal or greater value.

4. <u>DRAW.</u> There will be seventy-two (72) draws to select the 72 winners, which will take place on April 17, 2019 at The Hospital for Sick Children Foundation, Toronto ON M5G 2L3 at approximately 9:00 a.m. EST. An eligible entrant will be selected by a SickKids Foundation representative by random draw from among all eligible entries received during the Contest Period. After each draw the ballot chosen will not be reentered into the draw. A selected entrant can only win one prize in the Contest. Any selected entrant's remaining ballots will be ineligible to be selected as a selected ballot.

Odds of being selected depend on the total number of eligible entries received during the Contest Period.

Before being declared a winner, each selected entrant must correctly answer, unaided, a mathematical skill-testing question and complete, sign and return a Waiver and a declaration and release form (and any other documents, as applicable) within two (2) days of being the selected entrant (the "Prize Claim Date"). All Prizes must be claimed by the Prize Claim Date.

Selected entrants will attempted to be contacted by email or telephone. If a selected entrant cannot be reached within two (2) days of being selected for a prize, is not in compliance with these Contest Rules, incorrectly answers the skill-testing question, declines the Prize as awarded, or fails to return the declaration and release form (and any other documents, as applicable) by the Prize Claim Date, the Prize may be forfeited to the Contest Sponsor and Contest Sponsor reserves the right, in its sole discretion, to randomly select an alternate eligible entrant from among the remaining eligible entries. Prize will be awarded upon receipt of the properly completed and executed declaration and release form by the winner (or any alternate designated by the winner) and verification of Prize winner's identity. A selected entrant may be required to provide photo identification, their occupation and employer in order to substantiate their eligibility.

- 5. The decisions of the Contest Sponsor are final and entrant agrees to abide by all of the instructions and decisions of the Contest Sponsor. In the event of any dispute regarding the interpretation of these Contest rules, the decision or interpretation of the Contest Sponsor shall prevail.
- 6. No communications will be entered into except with selected entrants.
- 7. All entries become the property of the Contest Sponsor. Any entry that is illegible, incomplete, altered, or contains false information, is invalid. Contest Sponsor is not responsible for lost, stolen, delayed, damaged or misdirected claims or entries or for any problems or technical malfunction of any internet or telephone network or broadcast transmission during the Contest Period. The Contest Sponsor is not responsible for any errors or omissions with respect to the printing or advertising of this Contest and reserves the right to withdraw, amend or cancel this Contest in the event of a printing or administrative error.
- 8. The Contest Sponsor may, at their sole discretion and without liability, terminate the Contest in whole or in part, without notice, or modify or suspend the Contest at any time, if fraud, technical failures including any network server or hardware failure, viruses, bugs, errors in programming, or communications or any other errors or other causes beyond the control of the Contest Sponsor corrupt the administration, integrity

or security of the Contest or if any other factor interferes with the conduct of this Contest as contemplated by these Rules.

- 9. The Contest Sponsor accepts no responsibility for loss, damage or claims caused by the awarded Prize or the Contest itself. By entering, entrant releases and holds harmless Contest Sponsor, SickKids Foundation, The Hospital for Sick Children, any other Prize providers and all of their respective directors, officers, members, employees, agents, successors and assigns (the "Contest Group") from any and all liability for any injuries, loss or damage of any kind arising from or in connection with the Contest or any Prize won.
- 10. The Contest Sponsor reserves the right at its sole discretion to disqualify any individual from the Contest if the Contest Sponsor finds or believes such individual to be tampering with the entry process or the operation of the Contest; to be acting in violation of the Contest Rules or in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass the Contest Sponsor, other entrants or any other person. Any attempt by an entrant or any other person to undermine the legitimate operation of the Contest is a violation of criminal and civil laws and should such an attempt be made, the Contest Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law.
- 11. By entering this Contest, each entrant consents to the Contest Group's use, should the entrant become a winner, of the entrant's name, place of residence and photograph or other likeness, without further compensation or notice, for publicity, advertising or informational purposes in any media or format (including the Internet) in connection with this Contest or future similar Contests. This includes the Contest Group being able to list the Contest winners on their websites.
- 12. For the purposes of these Contest Rules, the entrant is the person whose personal information is entered online registration form or the request for a no purchase entry, as the case may be. It is to this person that the mathematical skill-testing question will be asked and the Prize awarded if selected and declared a winner.
- 13. Unless entrants otherwise indicate, the personal information gathered about entrants in the course of this Contest will be used by the Contest Sponsor for the administration of the Contest, providing information about the activities of Canada's Wonderland, and by SickKids Foundation for fundraising, the administration of donations, providing information about the activities of the SickKids Foundation and The Hospital For Sick Children, to comply with legal and regulatory requirements and to ask for support in SickKids Foundation's mission to improve children's health. Each potential winner agrees to the use of his/her name, comments, photograph, and other likeness for publicity purposes, and grants to the Contest Group any and all rights to said use without further compensation. Canada's Wonderland and SickKids Foundation agree to abide by their respective Privacy Policies.
- 14. The Contest Sponsor shall not be responsible for any damages for a failure to operate the Contest in accordance with these Contest Rules in any case where their incapacity to act results from circumstances or a situation beyond their reasonable control or because of a strike, lock-out or any other labour dispute in their company or those of businesses which services are used for holding this Contest, war, riot, insurrection, earthquake, terrorism, civil commotion, fire, flood, accident, storm or any other act of nature.
- 15. These Contest Rules and the rights and obligations and relations of the parties hereto shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each party hereto does hereby attorn to the jurisdiction of the Courts of the Province of Ontario.

16.	The invalidity or unenforceability of any provision of these Contest rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Contest rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.