

## Outdoor and Technical Wear Survey

This contest is intended for viewing and participation by legal residents of Canada, excluding Quebec, who have obtained the age of majority in their state or province of residence. It is a condition to your participation in this contest that you be such a person; please do not proceed if you are not a legal resident of Canada at the time of entry.

THESE CONTEST RULES INCLUDE IMPORTANT TERMS ABOUT YOUR POTENTIAL PARTICIPATION IN THE CONTEST; PLEASE READ AND REVIEW THEM CAREFULLY.

**KEY DETAILS:** The contest begins January 11<sup>th</sup>, 2023 (08:00:00 ET) and ends February 1<sup>st</sup>, 2023 (23:59:59 ET). There is no purchase necessary to enter this contest. The contest is being administered by theturnlab (collectively, the “**Sponsor**”).

**ENTRY:** To enter, visit <https://survey.alchemer-ca.com/s3/50169714/Outdoor-and-Technical-Wear-Survey> click the "Start Survey" icon to begin. The last screen that will appear will request your valid email address – if you do not enter this information, you will not obtain an entry into the contest. Answer each question as it is asked. When you have completed the survey, you will automatically be given one entry into the contest as long as you have answered each question in the survey.

**RESTRICTIONS:** Every person is only permitted to enter the contest once. Completing multiple surveys using different email addresses is strictly prohibited. Entry is restricted to natural individuals; corporations, partnerships or other legal entities are not permitted to participate. Any attempt by a participant by using multiple/different email addresses, identities, registrations or any other methods will void that participant's entry and that participant may be disqualified.

**PRIZES:** There are 3 (3) prizes available to be won, each consisting of one \$100 Sport Chek gift card. The total value of prizes available to be won is \$300. Please note that each e-gift card is subject to its own terms and conditions. Each prize must be accepted as awarded, in the name of the winner (who must be the person who submitted the entry), is not transferable, and no substitution will be made for the prize except by the Sponsor in its sole discretion.

**DRAW PROCEDURES AND ODDS OF WINNING:** On the Selection Date, defined below, a random draw of all eligible entries will be conducted to determine the three (3) selected entrants along with three (3) backups. The Selection Date will be a day that is within thirty (30) days of the contest closing date. Thus, the odds of being selected as a potential winner, and the odds of becoming a winner, will depend upon the total number of eligible entries received during the contest period.

**NOTIFICATION OF POTENTIAL WINNERS; SKILL-TESTING QUESTION:** Each of the three (3) selected entrants (and not the backups) will be notified at the email address used to submit his or her entry form. That person will receive instructions on how to claim their prize, including by answering a mathematical skill-testing question without mechanical, computational or other assistance.

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**CLAIMING PRIZES:** Each entrant will have thirty (30) days from the notification email to reply to that email, and their reply must include the correct answer to the skill-testing question, their physical address for mailing the prize, as well as the correct email address to reply to. If the Sponsor does not receive the correct reply at the correct email address within such 30-day period, if the skill-testing question is not answered correctly, or if any of the Sponsor's communications are returned as undeliverable, that person will automatically forfeit their prize and the next available backup will be contacted in their place, and this process is repeated with such entrant. Each prize will be sent by mail to the mailing address provided in the response email. All federal, provincial, and other tax liabilities applicable to the prize are the sole responsibility of the entrant.

As set out below, the Sponsor is not responsible for any lost, misdirected or late communications; all risk of communication is on the entrants.

**AGREEMENT:** By participating in the survey, each person automatically and irrevocably agrees: (i) to be bound by these contest rules, (ii) to release Sponsor, and those associated with them (including their affiliates and subsidiaries, as well as their employees, agents, contractors and agent) (collectively, the "**Sponsor Parties**"), from any liability whatsoever arising in connection with the contest and the survey no matter what the reason including if the Sponsor has been negligent in any way in the conduct of the contest, (iii) to the use of the person's personal information for purposes of administering this contest, compiling the results of the survey, and as stated below under the "Personal Information and Privacy" section below, and (iv) to the use without compensation of the entrant's name (without last name) and city of residence in all publicity campaigns related to the contest or future contests in perpetuity in any media whatsoever known or unknown, including on the Sponsor's web site and including in any newsletter or publication published by Sponsor.

**FURTHER ENTRY EXCLUSIONS:** To enter and be eligible to win, in addition to the conditions set out above, a person and his or her entry must be in full compliance with these contest rules, and no person that is an employee of, or domiciled with, an employee of the Sponsor or any of their affiliates is permitted to participate.

**DISPUTE PROCEDURES:** No correspondence will be entered into except with potential winners. The decision of the Sponsor and their representatives in respect of any matter related to this contest (either before or following selection) is final and without appeal. Contest is subject to all applicable federal, provincial, state, local and municipal laws.

### **ENTRY PROVISIONS; DISCLAIMERS; GENERAL PROVISIONS:**

All entries become the property of the Sponsor. Entries will be rejected if not fully completed. Persons tampering with or abusing the entry policy will be disqualified. The Sponsor Parties are not responsible for any entry, a prize-winning notification or the claim for prize, which fails to get entered, is lost, misdirected or which arrives late, as the case may be, whether or not due to the fault of any Sponsor or of any other person or thing and whether or not due to an interrupted or unavailable browser or network server or malfunction, congestion, incompatibility, misconnection or miscommunication, failed or lost computer transmissions,

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or if the Sponsor's Email/Web site portal is compromised by virus, bugs, unauthorized human or unauthorized non-human intervention, or for any technical malfunction of any telephone network or lines, computer on line systems, servers' access providers, computer equipment, software failures, or failure of any entry to be received due to technical problems or traffic congestion on the Internet or the Sponsor's web site or other similar technical problems beyond the reasonable control of the Sponsor. Proof of transmission (screenshots) does not constitute proof of delivery.

The Sponsor reserves the right to cancel, terminate, modify, amend or suspend the contest or these contest rules, in each case in its sole discretion, including but not limited to fraud, if any of the foregoing technical problems prevents the fair or proper administration of the on-line portion of the contest and if the Sponsor does so, it may re-administer, administer or terminate the contest in any manner it deems suitable. The Sponsor reserves the right to substitute the prize for another prize of equal value. The contest rules and the decisions of Sponsor shall be final and binding in all respects. Sponsor is not responsible for printing or typographical errors in any contest-related materials.

Without in any way limiting anything else in these contest rules, the Sponsor Entities will have no liability whatsoever if for any reason the contest is not capable of running as planned due to technical problems, including due to computer virus, bugs, unauthorized tampering, unauthorized intervention, fraud, technical failures, or any other causes. The Sponsor reserves their right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the contest or to be acting in violation of these contest rules or otherwise in a disruptive manner. Without in any way limiting anything else in these contest rules, the Sponsor Parties shall not be held responsible for any errors or negligence that may arise or occur in connection with the contest including any damage to an entrant's computer equipment, system, software or any combination thereof, as a result of their participation in this contest or from downloading any material from the contest Website or elsewhere. Entries, no-purchase entry requests, etc. generated by script, macro, robotic, programmed, or any other automated means are prohibited and will be disqualified.

In the event of a dispute over the identity of the person who submitted an on-line entry, the entry will be deemed to be submitted by the authorized account holder of the e-mail account through which the entry was made. "**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. The potential winner may be requested to provide the Sponsor with proof that the potential winner is the authorized account holder of the email address associated with the potentially winning entry.

In these contest rules: headings are for convenience and do not inform, define or interpret these contest rules; "**or**" is not exclusive; and "**including**", "**such as**", or similar language will be read as if not limiting, whether or not used with phrases such as "but not limited to".

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### **PERSONAL INFORMATION AND PRIVACY:**

By completing the survey each entrant consents to the collection, use and distribution of their personal information by the Sponsor pursuant to the terms of that privacy policy, including for the purposes of: (i) running the contest, (ii) using the personal information as permitted by these contest rules, and (iii) being contacted by Sponsor based upon responses to the survey to then take other surveys or provide additional information to the Sponsor.

Any inquiry relating to personal information can be sent to the Privacy Officer as set out in the hosts privacy policy, and in addition to:

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