

## THE LAWN SUMMER NIGHTS PARTICIPANT TEAM REFERRAL OFFICIAL CONTEST RULES

**Standard data rates apply to participants who choose to participate in the Contest via a mobile device. Please contact your service provider for pricing and service plan information and rates before mobile device participation.**

The Lawn Summer Nights Participant Team Referral Contest (the “**Contest**”) is being conducted by Cystic Fibrosis Canada (“**CF Canada**” – hereinafter referred to as the “**Contest Sponsor**”) and shall be construed and evaluated according to applicable Canadian law. The Contest is open to legal residents of Canada over the legal age of majority in their jurisdiction of residence. Do not enter the Contest if you are not a legal resident of Canada over the legal age of majority in your jurisdiction of residence. Contest is void in whole or in part outside of the jurisdiction(s) expressly listed above and where otherwise prohibited or restricted by law. Entry in this Contest constitutes each entrant’s acceptance of, and agreement to be legally bound by, these Official Rules and Regulations (the “**Rules**”).

### 1. ELIGIBILITY.

- a. To be eligible for this Contest, an individual must be a legal resident of Canada who is over the legal age of majority in his/her jurisdiction of residence at the time of entry. Employees, representatives and agents of Contest Sponsor, Prize Supplier(s), and each of their respective affiliates, subsidiaries, related entities, advertising and promotional agencies, and any other individual(s), entity or entities involved in the development, production, implementation, administration or fulfillment of the Contest (collectively, the “**Contest Parties**”), and the household members (whether related or not) and/or the immediate family members of any of the Contest Parties, are not eligible to participate in the Contest. For the purpose of these Rules, “immediate family members” means husband, wife, spouse, common law spouse, mother, father, grandmother, grandfather, brother, sister, son and/or daughter, whether or not they reside in the same household.
- b. The Contest Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Contest Sponsor – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual’s eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Entry and/or other information entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason the Contest Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with the Contest Sponsor’s interpretation of the letter and spirit of these Rules. Failure to provide such proof to the complete satisfaction of the Contest Sponsor within the timeline specified by the Contest Sponsor may result in disqualification of the applicable entrant in the sole and absolute discretion of the Contest Sponsor. All personal and other information requested by and supplied to the Contest Sponsor for the purpose of this Contest must be truthful, complete, accurate and in no way misleading. The Contest Sponsor reserves the right to disqualify any Entry or entrant in its and their sole discretion, should any Entry or entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

### 2. CONTEST PERIOD.

The Contest opens on April 17 2024 at 12:01 am AST and closes on June 21, 2024 at 11:59 pm PST (the “**Contest Period**”).

### 3. HOW TO ENTER.

There is one (1) way to earn an “**Entry**” in the Contest as follows:

- a. **Registrants:** If you are not already registered as a participant to one of our Lawn Summer Nights event locations (the “**Event**”), then you must first register for the Event by going to [lawnsommernights.com](http://lawnsommernights.com) (the “**Website**”) and following the on-screen instructions to register for the Event. During your registration you must identify that you are a first year Lawn Summer Nights participant and identify the participant (must have participated at least one (1) year) who referred you. Once you have fully completed the registration form with all required information, follow the on-screen instructions to submit your completed registration form (the “**Registration**”). By identifying the individual who referred you and that you are a first-time participant you will receive one (1) Entry for the Contest.

### 4. ADDITIONAL ENTRY RULES.

There is a limit to one (1) Entry per participant (regardless of the method of entry). If it is discovered by the Contest Sponsor (using any evidence or other information made available to or otherwise discovered by the Contest Sponsor) that any person has attempted to use multiple names, multiple identities, multiple email addresses, any automated, macro, script, robotic or other system(s) or program(s) and/or any other means not in keeping with the Contest Sponsor’s interpretation of the letter and spirit of these Rules to enter or otherwise participate in or to disrupt this Contest; then he/she may be disqualified from the Contest in the sole and absolute discretion of the Contest Sponsor (and, if disqualified, will have his/her Entry/Entries deemed null and void).

The Contest Parties and each of their respective agents, employees, directors, successors, and assigns (collectively, the “**Released Parties**”) are not responsible for, and accept no liability whatsoever in relation to, any late, lost, misdirected, delayed, incomplete or incompatible Entries, Requests, Donations and/or other information (all of which is void).

In the event of a dispute as to the identity of the person submitting an Entry, the Contest Sponsor reserves the right, in its sole and absolute discretion, to deem the entrant to be the authorized account holder of the e-mail address associated with the Entry. For the purpose of these Rules, “authorized account holder” of an e-mail address 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 responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. An

entrant may be required to provide the Contest Sponsor with proof that the entrant is the authorized account holder of a particular e-mail address associated with the applicable Entry.

## **5. PRIZES.**

There will be one (1) prize available to be won (the "Prize"). The Prize consists of a \$200 VISA e-gift card. The Prize has a total approximate retail value of \$200 CAD.

Without limiting the generality of the foregoing, the following general conditions apply to the Prize: (i) Prize must be accepted as awarded and is not transferable, assignable and/or convertible to cash (except as may be specifically permitted by Contest Sponsor in its sole and absolute discretion); (ii) no substitutions are permitted except at Contest Sponsor's option; (iii) the costs of everything not expressly and specifically stated above as included in the Prize are the sole and absolute responsibility of the confirmed winner; (iv) if the confirmed winner does not utilize any part(s) of the Prize, then any such part(s) not utilized may, in the sole and absolute discretion of the Contest Sponsor, be forfeited in their entirety and, if forfeited, nothing will be substituted in their place; (v) Contest Sponsor reserves the right at any time to: (a) place reasonable restrictions on the availability or use of the Prize or any component thereof; and/or (b) substitute the Prize or a component thereof for any reason with a prize or prize component(s) of equal or greater retail value, including, without limitation, but solely at the Contest Sponsor's sole discretion, a cash award; and (vi) by accepting the Prize, the confirmed winner agrees to waive all recourse against the Contest Sponsor and all of the other Released Parties if the Prize or a component thereof does not prove satisfactory, either in whole or in part. **Additional Prize conditions, if any, provided by the Prize Supplier are included below in Schedule "A" to these Rules.**

The Released Parties are not responsible for any delay, postponement, suspension, rescheduling or cancellation, for any reason, of any aspect of the Prize. No compensation whatsoever will be provided to the confirmed winner or any other person or entity in the event of such delay, cancellation or other event contemplated herein.

None of the Released Parties makes any representation or offers any warranty, express or implied, as to the quality or fitness of the Prize awarded in connection with the Contest. To the fullest extent permitted by applicable law, the confirmed winner understands and acknowledges that he or she may not seek reimbursement or pursue any legal or equitable remedy from either the Contest Sponsor or any of the other Released Parties should the Prize fail to be fit for its purpose or is in any way unsatisfactory. For greater certainty and the avoidance of any doubt, by accepting the Prize, the confirmed winner agrees to waive all recourse against the Contest Sponsor and all of the other Released Parties if the Prize or a component thereof does not prove satisfactory, either in whole or in part.

## **6. ELIGIBLE WINNER SELECTION.**

One (1) eligible winner shall be selected as follows:

- a. The odds of being selected as a potential winner are dependent upon the number of eligible Entries submitted and received in accordance with these Rules. On June 24, 2024 at approximately 12:00 pm EST in Toronto, ON (the "**Draw Date**"), a data pull for all eligible Entries will be completed. One (1) potential winner will be selected from all eligible Entries submitted and received in accordance with these Rules.
- b. Following the Draw Date, the Contest Sponsor will deliver the prize to the winner via email by June 26, 2024.

## **7. INDEMNIFICATION BY ENTRANT.**

By entering this Contest, each entrant releases and holds each of the Released Parties harmless from any and all liability for any injuries, loss or damage of any kind to the entrant, Released Party or any other person or entity, including, without limitation, personal injury, death, or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any Prize, participation in this Contest, any breach of these Rules, or in any Prize-related activity. Each entrant agrees to fully indemnify the Released Parties from any and all claims by third parties relating to the Contest, without limitation.

## **8. LIMITATION OF LIABILITY.**

- a. The Released Parties assume no responsibility or liability whatsoever for lost, late, misdirected or incomplete Entries, Requests, Donations, notifications, responses, replies requests or any Release, or for any telephone, hardware, software or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an Entry. The Released Parties are not responsible for any incorrect or inaccurate information, whether 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 administration of the Contest. The Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, Entries, Requests, Donations and/or other information. The Released Parties are not responsible for any problems, failures or technical malfunction of any telephone network or lines on account of technical problems or otherwise. The Released Parties are not responsible for anyone being incorrectly and/or mistakenly identified as a winner or eligible winner.
- b. The Released Parties are not responsible for any injury or damage caused to any entrant, person or entity relating to or resulting from participating or attempting to participate in the Contest. Entrant assumes liability for injuries caused or claimed to be caused by participating in the Contest, or by the acceptance, possession, use of, or failure to receive a Prize or any portion thereof. The Released Parties assume no responsibility or liability in the event that the Contest cannot be conducted as planned for any reason, including those reasons beyond the control of the Contest Sponsor, such as infection by tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of this Contest.

## 9. CONDUCT.

By entering this Contest, each entrant agrees to be bound by these Rules, which will be posted at [cysticfibrosis.ca](http://cysticfibrosis.ca) throughout the Contest Period. Each entrant further agrees to be bound by the decisions of the Contest Sponsor, which shall be final and binding without right of appeal in all respects. The Contest Sponsor reserves the right, in its sole discretion, to disqualify any entrant found to be: (i) violating the Rules; (ii) tampering or attempting to tamper with the entry process or the operation of the Contest; and/or (iii) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

ANYONE DEEMED BY THE CONTEST SPONSOR TO BE IN VIOLATION OF THE CONTEST SPONSOR'S INTERPRETATION OF THE LETTER AND/OR SPIRIT OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE CONTEST SPONSOR AT ANY TIME.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE RELATED TO THE CONTEST OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, CONTEST SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.

## 10. PRIVACY & USE OF PERSONAL INFORMATION.

By participating in the Contest, the entrant:

- a. grants to the Contest Sponsor the right to use his/her name, mailing address, telephone number, and email address (the “**Personal Information**”) for the purpose of administering the Contest, including, but not limited to, contacting the eligible winner; and
- b. acknowledges that the Contest Sponsor may disclose his/her Personal Information to third-party agents and service providers of any of the Contest Sponsor in connection with any of the activities listed in (a) above.

The Contest Sponsor and any third party agents of the Contest Sponsor will use the entrant's Personal Information only for identified purposes, and protect the entrant's Personal Information in a manner that is consistent with Cystic Fibrosis Canada's Privacy Policy available at: <https://www.cysticfibrosis.ca/privacy-policy>. This section does not limit any other consent(s) that an individual may provide the Contest Sponsor or others in relation to the collection, use and/or disclosure of their Personal Information.

## 11. INTELLECTUAL PROPERTY.

All intellectual property, including but not limited to trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned by the Contest Sponsors/Suppliers and/or their affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.

## 12. TERMINATION AND AMENDMENTS.

The Contest Sponsor reserves the right, subject only to the approval of the Régie des alcools, des courses et des jeux (the “**Régie**”) in Quebec, to withdraw, amend or suspend this Contest (or to amend these Rules) in any way, in the event of any cause beyond the reasonable control of the Contest Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules, including, without limitation, any error, problem, computer virus, bugs, tampering, unauthorized intervention, fraud or failure of any kind whatsoever.

Further, the Contest Sponsor reserves the right, subject only to the approval of the Régie in Quebec, to cancel, amend or suspend this Contest, or to amend these Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever.

Further, the Contest Sponsor reserves the right, subject only to the approval of the Régie in Quebec, to adjust any of the dates, timeframes and/or other Contest mechanics stipulated in these Rules, to the extent deemed necessary by the Contest Sponsor, for purposes of verifying compliance by any entrant, Entry, Request, Donation and/or other information with these Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Contest Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules, or for any other reason.

## 13. GOVERNING LAW.

To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules or the rights and obligations of participants, Contest Sponsor or any of the other the Released Parties in connection with the Contest shall be governed by and construed in accordance with the domestic laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws. The parties hereby consent to the exclusive jurisdiction and venue of the courts located in Ontario in any action to enforce (or otherwise relating to) these Rules or relating to this Contest.

**For Quebec residents:** Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the board only for the purpose of helping the parties reach a settlement.

## 14. LANGUAGE.

In the event of any discrepancy or inconsistency between the terms and conditions of these English Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to, the French version of these Rules (if available), television, print or online advertising and/or any instructions or interpretations of these Rules given by any representative of the Contest Sponsor, the terms and conditions of these English Rules shall prevail, govern and control to the fullest extent permitted by law.

**15. GENERAL.**

The invalidity or unenforceability of any provision of these 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 Rules shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein.

**SCHEDULE "A" - PRIZES**

<b>Prize Description</b>	<b>Number Available</b>	<b>Approximate Retail Value</b>	<b>Additional Prize Conditions</b>
\$200 VISA e-gift card	One (1)	\$200 CAD	E-gift card will be emailed to the chosen winner.