

# Attitude Living Chance to win a \$100 Contest

## Official Contest Entry Rules

THIS CONTEST IS FOR RESIDENTS OF CANADA ONLY AND WILL BE INTERPRETED AND SUBJECT TO ALL CANADIAN FEDERAL, PROVINCIAL, MUNICIPAL AND LOCAL LAWS AND REGULATIONS. VOID WHERE PROHIBITED. NO PURCHASE NECESSARY TO ENTER OR WIN.

Attitude Living Chance to win a \$100 Contest (the “Contest”) is administered by 55 Rush Inc. (“The Sponsor”). Any questions, comments or complaints regarding the Contest should be directed to the Sponsor at 300-174 Spadina Ave. Toronto, ON M5T 2C2. By participating in this Contest, each entrant agrees to be legally bound by these Official Contest Entry Rules (the “Rules”).

### 1. CONTEST PERIOD

The Contest is run by the Sponsor and will take place from July 31, 2024 to October 20, 2024 at 11:59:59 p.m. ET (the “Contest Period”). The Contest Sponsor reserves their right to cancel, terminate, modify, amend, extend or suspend the Contest, and select a winner from previously received applicable eligible entries.

### 2. ELIGIBILITY

The Contest is open to all legal residents of Canada who:

- (i) have reached the age of majority in their province or territory of residence as of the date of entering the Contest;
- (ii) have only one (1) 55 Rush Inc. account, which must be created before the end of the Contest Period (unless entering via the Mail-In Entry);
- (iii) are not employees, representatives or agents of The Sponsor, Attitude Living, and their affiliates, or the children of or anyone domiciled with such employees, representatives or agents (whether related or not).
- (iv) have agreed to comply with applicable laws (including, but not limited to, laws relating to libel and obscenity), assume responsibility for their activities, and not to harass, disrupt, abuse, or invade the privacy rights of others; and
- (v) have read and accepted, and agreed to comply with these Rules.

For the purposes of these Rules, “Contest Group Entities” means the Sponsor, their respective parent, sister, affiliated and subsidiary companies (including but not limited to: Parent Life Network, Student Life Network, yconic, Canadian Newcomers Network, Gamers Network, and Pet Owners Canada), all advertising and promotion agencies, suppliers of prizes, including, without limitation, Attitude Living, materials and services related to the Contest, and any other corporation, partnership, sole proprietorship or other legal entity directly involved in the Contest.

### **3. PRIZES**

The Prize: There is a total of one (1) Prize available to be won consisting of one (1) cheque in the amount of \$100 made payable to the winner. All amounts in these Rules are in Canadian dollars.

The winner is solely responsible for payment of any applicable taxes and reporting any taxable income associated with the Prize. The Prize cannot be substituted or transferred to a third party. Any additional costs not described in these Rules as part of the Prize that are incurred in collecting and using the Prize are the winner's responsibility.

### **4. METHODS OF ENTRY**

**4.1 Contest Entry (“Entry”):** To enter the contest, the entrant must:

**(a) Method One - Online Contest Entry**

- (i) Login to a 55 Rush Contest site with an active 55 Rush account (“55 Rush Account”) OR create a new 55 Rush Account. To create a new 55 Rush Account a contestant must provide a valid email, choose a password, and then provide a full name, birth date, and home postal code. To create a new Account a contestant must also agree to receive Commercial Electronic Messages (“CEM’s”) from 55 Rush Inc. (“55 Rush”) but may unsubscribe from such messages at any time from within any CEM sent to the user without affecting their entry or odds of winning in the contest; and

Complete the Contest Entry Form (the “CE Form”). To Complete the CE Form Contestants must click to agree to allow 55 Rush to share their registration details with 9361-8759 Quebec Inc. Goloot (“Attitude Living”), AND click enter to agree to the Contest Rules. Once the CE Form is complete, the contestant must click submit. The contestant will then be registered with the Contest.

Incomplete CE Forms or CE Forms with false information will be deemed as invalid and will be disqualified. Only fully completed CE Forms with valid information received by the Sponsor's servers during the Contest Period will be accepted for entry into this Contest.

- (a) **Method Two – Mail In Entry - No Purchase Necessary:** If an entrant does not wish to enter via the online entry method, the entrant may: print his/her first name, last name, email address, telephone number, complete mailing address (including postal code) and signature on a plain white piece of paper (no larger than 8.5 by 11 inches) and mail it (in an envelope with sufficient postage), to the Sponsor, at: Contest Administrator, 55 Rush, 300-174 Spadina Ave. Toronto, ON M5T 2C2, Attn: Attitude Living Chance to win a \$100 Contest. Upon receipt and verification of an entrant's complete entry request in accordance with these Rules, the entrant will receive one (1) entry into the Contest. To be eligible, all mail-in entry requests must be postmarked during the Contest Period and received prior to the draw date in a separate envelope bearing sufficient postage (i.e. mass mail-in of entry requests in the same envelope will be void). The Releasees (defined in section 7.6 below) will not be responsible or liable for any lost, stolen, delayed, illegible, damaged, misdirected, insufficient postage, late or destroyed mail-in Contest entry requests.

**4.2 Multiple Entries Not Permitted:** Entrants can only enter the Contest one (1) time in total. If it is discovered that an entrant has attempted to:

- (i) enter more than one (1) time or

- (ii) use (or attempt to use) multiple names, email addresses or identities to enter, or otherwise participate in, the Contest, then (in the sole and absolute discretion of the Sponsor) he/she may be disqualified from participating in the Contest and all of his/her entries may be disqualified. Use (or attempted use) of multiple identities, email addresses and/or any automated system to enter or otherwise participate in this Contest is prohibited and is grounds for disqualification. One Entry Per Person: For greater certainty, no entrant may enter the Contest more than once regardless of the method of participation, or whether an entrant owns more than one eligible smartphone, and only one entry is allowed per eligible smartphone regardless of whether multiple individuals use the same smartphone.

## **5. DRAW & WINNER SELECTION PROCESS**

**5.1 Random Draw:** On or about September 3, 2024 at 2:00 pm ET (the “**Draw Date**”) in the city of Toronto, in the province of Ontario, at the offices of the Sponsor, one (1) entry will be randomly selected from all eligible entries received by Sponsor during the Contest Period. The entrant who is associated with the selected entry, and who is otherwise eligible to win, will be the selected entrant who is eligible to win the Prize subject to compliance with these Rules. The Sponsor will be provided with First Name, Last Name and Email Address of drawn contest entrant in order to verify validity of their eligibility to win.

**5.2 Odds of Winning:** The odds of winning the Prize are dependent on the number of eligible entries received by the Sponsor during the Contest Period in accordance with these Rules.

**5.3 Contacting Selected Entrant:** Sponsor or its designated representative will make a minimum of two (2) attempts to contact the selected entrant by email using the information provided at the time of entry within 5 business days of the Draw Date. If the selected entrant cannot be contacted (i.e. does not reply to the email from the Sponsor or its representative) within 10 business days of the Draw Date, then he/she may be disqualified (and will forfeit all rights to the Prize) and the Sponsor reserves the right, in its sole and absolute discretion, to randomly select an alternate selected entrant from among the remaining eligible entries (in which case the foregoing provisions of this section shall apply to such new selected entrant).

**5.4 Declaration and Release Form; Skill-Testing Question:** in order to be declared the confirmed Prize Winner or win any prize, the selected entrant (or, if he or she is a minor in his/her province or territory of residence, his/her parent or legal guardian) must, in addition to meeting the Contest eligibility criteria and otherwise complying with these Rules, correctly answer a mathematical skill testing question without assistance of any kind, whether electronic or otherwise, and sign and return within 5 business days of notification by e-mail, a Declaration and Release prepared by the Sponsor which, among other things:

- (i) confirms compliance with these Rules;
- (ii) acknowledges acceptance of the prize(s), as awarded;
- (iii) releases the Releases (as defined below) from any liability and damage which could arise out of or in any way related to the Contest and from the awarding, receipt, possession and/or use or misuse of any prize; and
- (iv) grants to the Sponsor, its affiliates, and the supplier of prizes including, without limitation, Attitude Living (collectively, "**Licensees**") to use, reproduce and/or publish in any related publicity, his/her name, photograph, image, likeness, biographical information, any statements made regarding a prize, place of residence, and/or voice for advertising and promotional purposes in perpetuity and in any manner and in any medium (including the Internet), without any compensation or further attribution or notification.

If the selected entrant:

- (i) does not correctly answer the mathematical skill testing question in the manner prescribed;
- (ii) fails to return the properly executed Declaration and Release within the specified time;
- (iii) cannot accept the prize for any reason; or

otherwise fails to comply with the Rules; THEN HE/SHE WILL BE DISQUALIFIED (AND WILL FORFEIT ALL RIGHTS TO THE PRIZE) AND THE SPONSOR RESERVES THE RIGHT, IN ITS SOLE AND ABSOLUTE DISCRETION, TO SELECT BY RANDOM DRAW FROM AMONG ALL REMAINING ELIGIBLE ENTRIES AN ALTERNATE SELECTED ENTRANT AS THE POTENTIAL WINNER OF THE PRIZE OR OTHER PRIZE (IN WHICH CASE THE FOREGOING PROVISIONS OF THIS SECTION SHALL APPLY TO SUCH NEW POTENTIAL PRIZE WINNER). NOTWITHSTANDING ANY OTHER PROVISION OF THESE RULES, THE SPONSOR RESERVES THE RIGHT TO DETERMINE HOW THE PRESENTATION OF A PRIZE WILL OCCUR AND THIS MAY BE EITHER IN A MEDIA EVENT, BY MAIL OR IN PERSON.

## 6. PRIZE DELIVERY

**6.1 Prizes Delivery:** The Sponsor or its representatives will send the prize(s) to the confirmed Prize winner at his/her registered address. Please allow six (6) to eight (8) weeks for delivery of same.

## 7. GENERAL TERMS AND CONDITIONS

**7.1 Verification of Entries:** The Sponsor reserves the right, in its sole and absolute discretion, to verify or require proof of identity and/or eligibility (in a form acceptable to the Sponsor) from any entrant in this Contest or for any extra entries earned, or purportedly earned, by such entrant to be considered valid for the purposes of this Contest. Entrants whose entries cannot be verified to the satisfaction of Sponsor in its sole and absolute discretion may be disqualified from the Contest and will not be eligible to win any prize. The sole determinant of the time for the purposes of a valid entry in this Contest will be the Contest server machine(s) in Eastern Time.

**7.2 No Liability:** The Releasees (defined in section 7.6 below) will not be liable for: (i) any failure of the Contest Website, Sponsor servers or other 55 Rush Inc. or Attitude Living websites during the Contest; (ii) any technical malfunction or other problems relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Contest action to be received by the Sponsor for any reason including, but not limited to, technical problems or traffic congestion on the Internet or at any website; (iv) any injury or damage to an entrant's, or any other person's computer related to or resulting from participating or downloading any material in the Contest; and (v) any combination of the above.

**7.3 Acceptance of Prizes:**

- (a) All prizes must be accepted as awarded and are not transferable, or assignable (except in Sponsor or any prize supplier's sole and absolute discretion);
- (b) The costs of everything not specifically stated as included in the prizes are the sole responsibility of the winner;
- (c) If the winner does not utilize any part(s) of his/her prize, then any such part(s) not utilized will be forfeited in their entirety and nothing will be substituted in their place;
- (d) Sponsor and each prize supplier reserves the right at any time to:
  - (i) Place reasonable restrictions on the availability or use of the prizes or any component thereof; and
  - (ii) Substitute a prize or a component thereof for any reason with a prize or a prize component of equal or greater value;
- (e) By accepting a prize, the winner agrees to waive all recourse against the Releasees (defined below) if the prize or a component thereof does not prove satisfactory, either in whole or in part.

**7.4 Number of Prizes/Winners:** By entering the Contest, each entrant acknowledges that the Sponsor shall not be required under any circumstances to award more prizes than the number of available prizes, as set out in these Rules.

**7.5 Termination of Contest:** The Sponsor reserves the right, in its sole and absolute discretion, to void any entry and/or withdraw, suspend, amend or terminate this Contest in whole or in part (or to amend these Rules) in any way at any time without prior notice, in the event of an error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure or any other cause beyond the reasonable control of the Sponsor that, in the Sponsor's sole discretion determines, interferes with the proper conduct of this Contest as contemplated by these Rules, or in the event of any accident, printing, administrative, or other error or any kind, or for any other reason. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest is a violation of criminal and civil laws and should such an attempt be made, the person will be automatically disqualified and the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law.

The Sponsor reserves the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Rules, to the extent necessary, for purposes of verifying compliance by any entrant, entry, or vote with these Rules, or as a result of technical problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules.

**7.6 Release and Exclusion of Liability.** By entering or attempting to enter the Contest, each entrant and/or purported entrant agrees to release, discharge, and forever hold harmless the Contest Group Entities, and their respective officers, directors, employees, shareholders, agents and other representatives (collectively, the "Releasees") from any and all claims, actions, damages, demands, manner of actions, causes of action, suits, debts, duties, accounts, bonds, covenants, warranties, indemnities, claims over, contracts and liabilities of whatever nature or kind arising out of, or in connection with the entrant's participation or attempted participation in the Contest, compliance or non-compliance with these Rules and acceptance, use or misuse of any prize. The Releasees will not be responsible for lost, incomplete, late or misdirected entries or for any failure of the Contest website during the Contest Period, or for any technical malfunction or other problems with, any telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software or for any technical problems or traffic congestion on the Internet or at any website, or any combination of the foregoing, and will not be liable for any resulting injury or damage to any person or property arising from, or relating to, that person's or any other person's participation or attempted participation in the Contest.

**7.7 Name/Image of Winners and Content:**



- (a) By entering the Contest each entrant:
- (i) grants to the Sponsor, its affiliates, and the suppliers of prizes (collectively, Licensees"), in perpetuity, a non-exclusive, irrevocable license to publish, display, reproduce, modify, edit or otherwise use (as the Licensees may in their sole discretion deem appropriate and without right of approval by the entrant) his/her submitted Content, in whole or in part, for advertising or promoting the Contest or for any other reason in any manner and in any medium (including the Internet), globally, without any compensation or further attribution or notification, and waives his or her moral rights to such Content;
  - (ii) authorizes the Licensees to use, reproduce and/or publish in any related publicity, his/her name, photograph, image, likeness, biographical information, any statements they make regarding a prize, place of residence, and/or voice for advertising and promotional purposes in perpetuity and in any manner and in any medium (including the Internet), globally, without any compensation or further attribution or notification;
  - (iii) agrees that anything created by the Licensees which is derived from the entrant's Content, voice, photograph, image, likeness or any statements the entrant make regarding a prize, is owned by the Sponsor, its affiliates or prize suppliers, as applicable; and
  - (iv) on his/her own behalf, and on behalf of his/her heirs, executors, administrators, personal representatives, successors and assigns, hereby release and discharge the Releasees from and against any and all claims (whether known or unknown, in law or in equity) that he/she or any of his/her heirs, executors, administrators, successors, or assigns may have or that may later accrue against any of the Releasees for any damage, loss, liability, costs, legal fees, expenses or injury based on publicity rights, defamation, libel, slander, portrayal in a false light, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property related cause of action arising out of or relating directly or indirectly in any way to the entry, a vote (if applicable) or use of his/her Content (if applicable), name, photograph, image, likeness, biographical information, any statements they make regarding a prize, place of residence, and/or voice.
- (b) Subject to the above, if an entrant has any questions or does not wish the Sponsor to use any or all of his/her name, photograph, image, likeness, biographical information, any statements made regarding the prize, place of residence, and/or voice for purposes other than Contest administration, please contact the Sponsor at 300-174 Spadina Ave. Toronto, ON M5T 2C2.

**7.8 Dispute:** In the event of a dispute regarding who submitted an entry, voter registration and/or vote, entries, voter registrations and votes (as applicable) will be deemed to have been submitted by the authorized account holder of the email address submitted at the time of entry or voter registration (as applicable). “Authorized account holder” is defined as the person who is assigned an email address by an internet provider, online service provider, or other organization (e.g. business, educational institute, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. An entrant may be required to provide proof that he/she is the Authorized account holder of the email address associated with the selected entry and/or a vote, and, if applicable, that he/she has all necessary consents, permissions and/or licenses as required by these Rules.

**7.9 Personal Information:** By entering this Contest, each entrant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted with his/her entry for the purpose of administering the Contest and in accordance with the [Sponsor’s privacy policy](#), unless the entrant otherwise specifies by giving Sponsor notice in writing. In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any Contest-related materials, these Rules shall prevail, govern and control.

**7.10 Sponsor’s Decisions:** This Contest is subject to all applicable federal, provincial, municipal and local laws and regulations. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all entrants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of entrants, entries, and votes.

**7.11 Attitude Living, Facebook/Twitter or any Social Media Disclaimer (i.e. YouTube etc):** The Contest is in no way sponsored, endorsed, administered by, or associated with Facebook, Twitter or any Social Media nor is it sponsored, endorsed or administered by Attitude Living (collectively, "Third Parties"). Each entrant acknowledges that he/she provides his/her information to the Sponsor and not to any Third Parties at the time of entry. The information an entrant provides to Sponsor will only be used for the administration of this Contest and in accordance with the [Sponsor’s privacy policy](#). All Third Parties are completely released of all liability by each entrant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor and not to any Third Party.