



**Make-A-Wish® Toronto *Rope for Hope* “Grande Prize: SONY SMART TV and Soundbar with Bluetooth® Technology”  
Official Rules and Regulations**



Our friends at SONY don't want participants to stop fundraising! They have generously donated a Sony X80J Smart TV with a 2.1ch Soundbar with Bluetooth® technology.

To find out how you can enter, read the details below!

**Eligibility for Entry:**

- Fundraise \$2,500K on or before August 18, 2021 and you will receive **one ballot for the contest**
- Fundraise \$3,000K on or before August 18, 2021 and you will receive **two ballots for the contest**
- Fundraise \$3,500 K on or before August 18, 2021 and you will receive **three ballots for the contest**

Funds must be raised on or before August 18, 2021 to qualify and the winner will be announced on August 19, 2021.

**HOW TO ENTER THE CONTEST:**

To earn an Entry (herein after referred to as an “Entry”) in the Contest, as follows:

Register for Make-A-Wish® Toronto *Rope for Hope* 2021, by going to [www.ropeforhope.ca](http://www.ropeforhope.ca). (the “Website”) and follow the on-screen instructions to register for *Rope for Hope* (“*Rope for Hope*”). Once you have fully completed the registration form with all required information, follow the on-screen instructions to complete your registration (the “Registration”). You will not receive any Entries for the act of completing your Registration.

- Fundraise \$2,500K on or before August 18, 2021 and you will receive **one ballot for the contest**
- Fundraise \$3,000K on or before August 18, 2021 and you will receive **two ballots for the contest**

- Fundraise \$3,500 K on or before August 18, 2021 and you will receive **three ballots for the contest**

**Funds must be raised on or before August 18, 2021 to qualify and the winner will be announced on August 19, 2021.**

\* No purchase necessary. Open to age of majority residents of Ontario only. The Contest opens on January 1, 2021 at 12:01 am EST and closes on August 18, 2021 at 11:59 pm EST.

*One prize consisting of one (1) Sony X80J Smart TV with (1) 2.1ch Soundbar with Bluetooth® technology. One (1) Prize available to be won (ARV: \$1,198 CAD). Odds depend on number of eligible entries. Skill-testing question required. There is no cash value on prize. Skill-testing question required.*

### **CONTEST PERIOD:**

The Contest opens on January 1, 2021 at 12:01 am EST and closes on August 18, 2021 at 11:59 pm EST. (the "Contest Closing Date").

### **ELIGIBILITY:**

To be eligible, you must be a resident of Canada over the age of majority in your province of residence as at the Contest Starting Date. Employees, representatives and agents of the Contest Sponsor, Prize Supplier its affiliates, subsidiaries, related companies, and/or the immediate family of any of the above, are not eligible to participate in the Contest. For the purpose of these Contest Rules, "immediate family" 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.

The Contest Sponsor shall have the right at any time to require proof of identity and/or eligibility to participate in the Contest (i.e. valid Government ID). Failure to provide such proof to the complete satisfaction of the Contest Sponsor within the timeframe specified by the Contest Sponsor, in its sole discretion, may result in disqualification. All personal and other information requested by and supplied to the Contest Sponsor for the purposes of this Contest must be truthful, complete, accurate and in no way misleading.

The Contest Sponsor reserves the right to disqualify any Entry (as defined below) or entrant, in its sole discretion, should any entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

Participants who are registered for the 2021 Make-A-Wish® Toronto *Rope for Hope* and fundraise a minimum amount of \$2500.00 at [ropeforhope.ca](http://ropeforhope.ca) during the Contest Period will be eligible to participate in the Contest and automatically entered in the prize draw.

### **THE PRIZE:**

There will be one (1) Grand Prize available to be won and will consist of:

One prize consisting of (1) Sony X80J Smart TV with (1) 2.1ch Soundbar with Bluetooth® technology.

Prize must be accepted as awarded and are not transferable, assignable or convertible to cash (except as may be specifically permitted by the Sponsor in its sole and absolute discretion) and cannot be sold by the Prize winner and/or his/her traveling companion. No substitutions except at the Sponsor's option. The Sponsor reserves the right, in its sole and absolute discretion, to substitute a Prize or a component thereof with a prize of equal or greater value, including, without limitation, but at the Sponsor's sole and absolute discretion, a cash award.

**Additional Restrictions:**

Without limiting the foregoing, the following additional restrictions apply in the case of the Prize:

The Prize is non-transferable, non-refundable and without limiting the foregoing, the Prize may not be sold or traded, the Prize must be taken as offered and cannot be substituted, redeemed or exchanged for cash, credit or alternative prizes, except in the Prize Suppliers sole discretion. Prize Supplier reserves the right to substitute the Prize with a Prize of equal or greater value. No credit or reimbursement will be provided if the Prize is not taken. The Prize cannot be combined with any other promotional offer or offers provided by the Prize Supplier.

**Approximate Retail Value:**

The Prize has a maximum potential retail value of item is \$1,198 CAD. Under no circumstances whatsoever will any difference between the actual and approximate retail values be awarded.

The Prize is subject to all the terms and conditions as stated by the Prize Supplier and will be delivered to the confirmed Winner directly from the Contest Sponsor to the address provided after the potential Winner has been successfully contacted and notified of his/her Prize and has fully complied with these Contest Rules.

Shipped Prizes shall not be insured and neither the Contest Sponsor nor any of the Released Parties shall assume any liability whatsoever for a lost, damaged or misdirected Prize.

**ELIGIBLE WINNER SELECTION**

The Winner shall be selected as follows:

a. The odds of being selected as the potential Winner are dependent upon the number of eligible Entries submitted and received in accordance with these Contest Rules. On August, 19, 2021 in Toronto, Ontario after 9:00 AM EDT (the “**Draw Date**”), a data pull for all eligible Entries will be completed and one (1) potential Winner will be selected by random draw from all eligible Entries submitted and received in accordance with these Contest Rules.

b. Following the Draw Date, the Contest Sponsor or its representatives will make no less than three (3) attempts to contact the eligible Winner by phone and/or email, during the ten (10) day period (the “**Contact Period**”) immediately following the Draw Date. Upon notification, the eligible Winner must respond by telephone and/or email to the contact provided in the notification, and the eligible Winner’s response must be received by the Contest Sponsor by no later than 5:00 PM EDT on the required return date stipulated in such notification. If the eligible Winner does not respond in accordance with these Contest Rules, he/she may be disqualified, at the sole and absolute discretion of the Contest Sponsor, in which event he/she will not receive the Prize and another eligible entrant may be selected from the remaining eligible Entries, in the Contest Sponsor’s sole discretion, whom the Contest Sponsor or its representatives will attempt to contact, and who must respond or will be subject to disqualification, in the same manner (adjusting timeframes, including the Contact Period, accordingly). Neither the Contest Sponsor nor any of the Released Parties (as defined below) are responsible for the failure for any reason whatsoever of an eligible Winner to receive notification or for the Contest Sponsor to receive an eligible Winner’s response.

c. Before being declared a confirmed Winner (the “**Winner**”), the eligible Winner will be required to answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question during a pre-arranged telephone call and comply with the Contest Rules. Without limiting the generality of the forgoing, the Contest Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law. No individual will be declared a winner until the Contest Sponsor officially confirms s/he as the Winner in accordance with the contest rules.

The Winner and his/her guest will be required to execute a legal agreement and release (“**Release**”) that confirms Winner’s and/or guest’s before being declared the Winner:

I. Eligibility for the Contest and compliance with these Contest Rules;

II. Acceptance of the Prize as offered;

III. Release of Contest Sponsor, the Prize Suppliers and their respective parent companies, subsidiaries, affiliates, employees, directors, officers, unit-holders, agents, sponsors and administrators (the “**Released Parties**”) from any and all liability for any loss, harm, damages, cost or expense arising out of participation in this Contest, participation in any Contest-related activity or the acceptance, use, or misuse of the Prize or any portion thereof, including but not limited to costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or

privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising there from; and

IV. Grant to the Contest Sponsor and the Prize Suppliers of the unrestricted right, in the Contest Sponsor's individual discretion, to produce, reproduce, publish, broadcast, communicate by telecommunication, exhibit, distribute, adapt and otherwise use or re-use the Winner's name, photograph, likeness, voice and biography, in any and all media now known or hereafter devised, in connection with the Contest and the promotion and exploitation thereof.

b. The executed Release must be returned within five (5) business days of the verification as an eligible Winner or the selected potential Winner may, in the sole discretion of the Contest Sponsor, be disqualified and the Prize forfeited.

#### **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 Contest 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.

#### **LIMITATION OF LIABILITY**

a. The Released Parties assume no responsibility or liability for lost, late, misdirected or incomplete Entries, 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. 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.

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 the 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.

## CONDUCT

By entering this Contest, each entrant agrees to be legally bound by these Contest Rules, which will be posted at [www.ropeforhope.ca](http://www.ropeforhope.ca) and available at **Make-A-Wish® Canada located at 4211 Yonge Street, Suite 520, Toronto, ON M2P 2A9** throughout the Contest Period. Each entrant further agrees to be bound by the decisions of the **Contest Sponsor's**, which shall be final and binding in all respects. The Contest Sponsor reserves the right, in its sole discretion, to disqualify any entrant found to be:

- a. Violating the Contest Rules;
- b. Tampering or attempting to tamper with the entry process or the operation of the Contest;
- c. Acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

**CAUTION: ANY ATTEMPT TO DAMAGE ANY WEBSITE RELATED TO THE CONTEST OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IN ANY WAY 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. 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.**

## 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 an eligible Winner;
- b) grants to the **Contest Sponsor** the right to use his/her Personal Information for publicity and promotional purposes relating to the Contest, in any and all media now known or hereafter devised, without further compensation unless prohibited by law, and 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) and (b) 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 the Make-A-Wish® Canada's Privacy Policy available at: [www.makeawish.ca](http://www.makeawish.ca) and [www.ropeforhope.ca](http://www.ropeforhope.ca). 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.

## **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 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. **Make-A-Wish® Rope for Hope**, are trademarks of Make-A-Wish Foundation® of Canada.

## **LAW**

These are the official Contest Rules. This Contest is subject to applicable federal, provincial and municipal laws and regulations. These Contest Rules are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over the **Contest Sponsor**.