



Canadian Association des  
Pharmacists pharmaciens  
Association du Canada

# #MyFavePharm CONTEST RULES

## THIS CONTEST IS GOVERNED BY CANADIAN LAW

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.

### 1. CONTEST PERIOD:

The Contest starts at 12:00 a.m. ET on March 1, 2023, and continues until 11:59 p.m. ET on March 20, 2023, (the “Contest Period”). No purchase necessary. All times are Eastern Daylight Saving or Standard Times.

### 2. ELIGIBILITY:

Contest is open to residents of Canada (excluding residents of Quebec) who have reached the legal age of majority in their jurisdiction of residence at the time of entry, except employees, representatives or agents (and those with whom such persons are living, whether related or not) of Canadian Pharmacists Association (the “Sponsor”), its associated and affiliated entities, prize suppliers, advertising/promotion 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”).

### 3. AGREEMENT TO BE LEGALLY BOUND BY RULES:

By participating in this Contest, you are signifying your agreement that you have read and agree to be legally bound by these Official Rules and Regulations (the “Rules”).

### 4. HOW TO ENTER:

NO PURCHASE NECESSARY. There is one (1) way to earn an entry (an “Entry”) in this Contest, as follows:

I. To enter, during the Contest Period: Visit [www.pharmacists.ca/myfavepharm](http://www.pharmacists.ca/myfavepharm) and click on the contest nomination form. You must complete all fields, including contact information, to submit your nomination. When all required steps of the entry process are complete, you will be automatically eligible to earn one (1) Entry in the contest.

To be eligible, your Entry must be submitted and received in accordance with these Rules. All eligible Entries submitted and received in accordance with these Rules will be entered into the random prize draw.

### 5. ENTRY LIMIT:



**There is a limit of one (1) Entry per person** (regardless of the method of entry). If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any person has attempted to use multiple names, identities, email addresses and/or any automated, macro, script, robotic or other system(s) or program(s), and/or any other means not in keeping with the 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 Sponsor. An Entry may be rejected if (in the sole and absolute discretion of the Sponsor) the Entry is not fully completed with all required information and submitted and received in accordance with these Rules. The Contest Parties and each of their respective officers, directors, agents, representatives, successors and assigns (collectively, the "**Released Parties**") are not responsible for, and accept no liability whatsoever in relation to, any late, lost, misdirected, delayed or incomplete Entries and/or other materials (all of which are void).

## **6. VERIFICATION:**

All Entries and entrants are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the 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 an Entry and/or other information entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with the Sponsor's interpretation of the letter and spirit of these Rules. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification in the sole and absolute discretion of the Sponsor. The sole determinant of the time for the purposes of this Contest will be the official time-keeping device(s) used by the Sponsor. Proof of transmission (screenshots or captures etc.) or attempted transmission of an Entry or of an attempted Entry or of any communication, does not constitute proof of delivery or receipt by the Sponsor.

## **7. THE PRIZES:**

There will be one (1) Prize available to be won, consisting of two (2) tablets. One (1) tablet will be provided to the nominator and one (1) tablet will be provided to the pharmacy team member nominated. The approximate retail value of the Prize is: \$2000.00 CAD. Prizes must be accepted as awarded and are not transferable, assignable or convertible to cash (except as may be specifically permitted by Sponsor in its sole and absolute discretion). No substitutions except at Sponsor's option. 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 retail value, including, without limitation, but at Sponsor's sole and absolute discretion, a cash award.

Without limiting the generality of the foregoing, the following general conditions apply to each Prize: (i) other specifics of the Prize will be at the sole and absolute discretion of the Sponsor and subject to availability; (ii) upon notification, the confirmed Prize winner may, in the sole and



absolute discretion of the Sponsor, be required to personally take delivery of his/her Prize from a location in Canada reasonably close to his/her place of residence as determined by Sponsor, in its sole and absolute discretion, and will be required to present adequate personal identification (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification); and (iii) confirmed Prize winner is solely responsible for all expenses that are not specifically and expressly included in the Prize description above.

None of the Released Parties makes any representation or offers any warranty, express or implied, as to the quality or fitness of a 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 Sponsor or any of the Released Parties should his/her 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 a Prize, the confirmed winner agrees to waive all recourse against the Released Parties if the Prize or a component thereof does not prove satisfactory, either in whole or in part.

#### **8. ELIGIBLE WINNER SELECTION PROCESS:**

On Wednesday, March 22, 2022, (the “**Selection Date**”) in **Ottawa, Ontario at approximately 2:00 p.m. ET**, one (1) eligible entrant will be selected by random draw from among all eligible Entries submitted and received in accordance with these Rules. The odds of winning depend on the number of eligible Entries submitted and received in accordance with these Rules.

#### **9. ELIGIBLE WINNER NOTIFICATION PROCESS:**

The Sponsor or its designated representative will make a minimum of five (5) attempts to contact each eligible winner within five (5) business days of the Selection Date. If an eligible winner cannot be contacted within five (5) business days of the Selection Date, or if there is a return of any notification as undeliverable; then he/she may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the applicable Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate eligible entrant from among the remaining eligible Entries submitted and received in accordance with these Rules in accordance with the applicable procedures outlined in Rule 8 (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner).

#### **10. ELIGIBLE WINNER CONFIRMATION PROCESS:**

**NO ONE IS A WINNER UNLESS AND UNTIL THE SPONSOR OFFICIALLY CONFIRMS HIM/HER AS A WINNER IN ACCORDANCE WITH THESE RULES. BEFORE BEING DECLARED A CONFIRMED PRIZE WINNER**, each eligible winner will be required to: (a) correctly answer a mathematical skill-testing question without mechanical or other aid (which may, in the sole and absolute discretion of the Sponsor, be administered online, by email or other electronic means, by telephone, or in the Sponsor’s form of declaration and release); and (b) sign and return within three (3) business days of notification the Sponsor’s declaration and release



form, which (among other things): (i) confirms compliance with these Rules; (ii) acknowledges acceptance of the Prize (as awarded); (iii) releases the Released Parties from any and all liability in connection with this Contest, his/her participation therein and/or the awarding and use/misuse of the Prize or any portion thereof; and (iv) agrees to the publication, reproduction and/or other use of his/her name, address, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner or medium whatsoever, including print, broadcast or the internet. If an eligible winner: (a) fails to correctly answer the skill-testing question; (b) fails to return the properly executed Contest documents within the specified time; (c) cannot accept (or is unwilling to accept) the Prize (as awarded) for any reason; and/or (d) is determined to be in violation of these Rules (all as determined by the Sponsor in its sole and absolute discretion); 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 and time permitting, to randomly select an alternate eligible entrant from among the remaining eligible Entries submitted and received in accordance with these Rules in accordance with the applicable procedures outlined in Rule 8 (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner).

## **11. GENERAL CONDITIONS:**

This Contest is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all entrants without right of appeal. ANYONE DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THE 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 SPONSOR AT ANY TIME. The Sponsor reserves the right, in its sole and absolute discretion, to disqualify any individual that it deems to be in violation of these Rules. The Sponsor reserves the right to refuse an Entry from any person whose eligibility is in question or who has been disqualified or is otherwise ineligible to enter. In its sole and absolute determination, the Sponsor may disqualify any person who acts in any manner to threaten or abuse or harass any person and to void all such person's Entries.

The Released Parties will not be liable for: (i) any failure of any website or any platform during or after the Contest; (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any information or materials whatsoever to be received, captured, recorded or function properly for any reason whatsoever, 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 or other device related to or resulting from participating in the Contest; (v) anyone being incorrectly and/or mistakenly identified as a winner or eligible winner; and/or (vi) any combination of the above.

The Sponsor reserves the right, 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 Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules, including,



without limitation, any error, problem, tampering, unauthorized intervention, fraud or failure of any kind whatsoever. Any attempt to undermine the legitimate operation of this Contest in any way (as determined by Sponsor in its sole and absolute discretion) may be a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor reserves the right, 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. Without limiting the generality of the foregoing, the 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.

By entering this Contest, each entrant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted only for the purpose of administering the Contest and in accordance with the Sponsor's privacy policy (available at: <http://www.pharmacists.ca/index.cfm/disclaimer-privacy-policy/>). This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

The Sponsor reserves the right to adjust any of the dates, timeframes and/or other Contest mechanics stipulated in these Rules, to the extent deemed necessary by the Sponsor, for purposes of verifying compliance by any entrant and/or any other information or materials with these Rules, or as a result of any 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, or for any other reason.

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, website(s), point of sale, television, print or online advertising and/or any instructions or interpretations of these Rules given by any representative of the Sponsor, the terms and conditions of these English Rules shall prevail, govern and control to the fullest extent permitted by law.

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.

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, Sponsor or any of the other the Released Parties in connection with the Contest will 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 exclusive jurisdiction and venue of the



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courts located in Ontario in any action to enforce (or otherwise relating to) these Rules or relating to this Contest.

**Mini-Rules:**

No purchase necessary. Open to age of majority residents of Canada (excluding Quebec). Starts at 12:00 AM ET on March 1, 2023, and ends 11:59 PM ET on March 20, 2022. Enter by completing the nomination form in full found at [www.pharmacists.ca/myfavepharm](http://www.pharmacists.ca/myfavepharm). One (1) prize available (2 tablets, ARV \$2,000 CAD). Odds depend on number of eligible entries. Skill-testing question required. Full rules and entry details at [www.pharmacists.ca/myfavepharm](http://www.pharmacists.ca/myfavepharm).