

**CONTEST RULES**  
**(the “Official Rules”)**

**Canada’s Luckiest Baby 13 – Chance to Win Smartphone and 1 year of service from Fido**  
**(the “Contest”)**

These Official Rules govern the Contest. By participating or attempting to participate in the Contest, you will be deemed to have received, understood, and agreed to these Official Rules.

**1. WHO IS THE SPONSOR?**

The Contest is sponsored and administered by 55 Rush Inc., the parent company of the Parent Life Network.

55 Rush Inc., Parent Life Network and any co-sponsors of the Contest are referred to collectively or individually as the “**Sponsor**”.

Although the Contest may be communicated, promoted, or administered by means of a third party social media or social networking service or site (a “**Third Party Service**”), the Contest is not sponsored, endorsed or administered by, or associated with, any Third Party Service; any questions, comments or complaints regarding the Contest should be directed to 55 Rush Inc. and not to any Third Party Service.

**2. WHO MAY ENTER THE CONTEST?**

The Contest is open only to residents of Canada who have reached the age of majority in their province or territory of residence as of the date of entry and who have only one Parent Life Network account (“**PLN Account**”), which must be created before the end of the Contest Period unless entering via the Mail-In Entry. (Section 4.); .

The following individuals are not eligible to enter the Contest:

- (a) employees, officers, directors, agents, and representatives of: (i) the Sponsor, or any of their respective parents, subsidiaries or affiliates; (ii) Fido (iii) any prize suppliers; (iv) any and all other companies associated with the Contest;
- (b) a household member of any of the individuals listed in (a), above, whether or not related;
- (c) members of the immediate family (spouse, parent, child, sibling) of the individuals listed in (a), above.

**3. WHEN DOES THE CONTEST START/END?**

You may enter the Contest between July 20, 2020 and 11:59:59 p.m. on December 31, 2020 (the “**Contest Period**”). All times referenced in these Official Rules are Eastern Times.

**4. HOW DO I ENTER THE CONTEST?**

To enter, the contestant must complete either the Online Entry and Registration OR the Mail in Entry.

**Online Entry and Registration:** To enter the Contest for a chance to win the Prize online, the contestant must:

- (a) Visit the Contest website at <http://clb2020.parentlifenetwork.com/>;
- (b) Login with an active PLN Account OR create a new PLN Account. To create a new PLN 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 the Parent Life Network (“PLN”) but may unsubscribe from such messages at any time by visiting [parentlifenetwork.com/user/communication](http://parentlifenetwork.com/user/communication) or from within any CEM sent to the user without affecting their entry or odds of winning in the contest;
- (c) Complete the Contest Entry Form (the “CE Form”). To Complete the CE Form Contestants must agree to allow PLN to share their registration details with Fido, answer three (3) questions about their wireless service and preferences, and click enter to agree to the contest rules. The contestant will then obtain ten entries into the Contest for a chance to win the Prize and will be registered with the Contest.

Incomplete CE Forms or CE Forms completed by PLN Accounts containing false information may be deemed invalid and may be disqualified at the Sponsor’s sole discretion. Only fully completed CE Forms with valid information received by the Sponsor’s servers during the Contest Period will be accepted for online entry into this Contest.

**Mail In Entry – No Purchase Necessary:** If a contestant does not wish to enter online or does not wish to create a PLN Account or agree to have their details shared with Fido and/or any affiliate companies, the contestant 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, Parent Life Network, 301-312 Adelaide St. W., Toronto, ON, M5V 1R2, Attn: Canada’s Luckiest Baby 13 – Chance to Win Smartphone and 1 year of service from Fido. Upon receipt and verification of a contestant’s complete entry request in accordance with these Rules, the contestant will receive ten entries into the Contest. Mail-in entries must be postmarked within the Entry Period and be received prior to the random prize draw date (outlined below) to be valid. Limit of one (1) entry per postage-stamped envelope per person.

## 5. HOW MANY TIMES MAY I ENTER THE CONTEST?

**Multiple Registration Not Permitted:** Contestants can only use either the Contest Website (or its iframe) or the Mail-In Entry option to register for the Contest one (1) time in total. If it is discovered that a contestant has attempted to: (i) register 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, mail-in envelopes, email addresses and/or any automated system to register for or otherwise participate in this Contest is prohibited and is grounds for disqualification. One Registration Per Person: For greater certainty, no contestant may enter the Contest more than once regardless of the method of participation.

**Earning Extra Entries:** Each registered contestant will have the ability to earn a maximum of 10,000 additional entries (“Extra Entries”) in the Contest. All Extra Entries must be earned during the Contest Period. No purchase is necessary to obtain any Extra Entries. To earn Extra Entries a contestant may:

- (a) Perform specific actions (“Action”) which may include, but are not limited to: subscribing to specific social media; sharing information about the Contest on social media sites; visiting specific websites; watching specific web videos; entering a specific code; uploading specific text, images or videos (“Content”); or completing a survey. Entries will be awarded when the completed Action is received by the Sponsor’s server;
- (b) Each Action completed and received by Sponsor’s servers will award a specific number of Extra Entries to the contestant completing the Action. Actions may be time limited. All times published in the advertisement of Actions will be Eastern Time.

- (c) The Sponsor reserves the right to amend these Rules (subject only to the consent of the Regie des alcools, des courses et des jeux) in order to add additional means of earning Extra Entries by posting them on the Contest website. No purchase is necessary.

### **Earning Extra Entries Alternate Method – No Purchase Necessary**

To earn all extra entry options described in (a) above, alternatively a contestant 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, Parent Life Network, 301-312 Adelaide St. W., Toronto, ON, M5V 1R2, Attn: Canada's Luckiest Baby 13 – Chance to Win Smartphone and 1 year of service from Fido- Extra Entries. Upon receipt and verification of a contestant's request in accordance with these Rules, the contestant will receive all entries available in (a) above added to their total number of entries before the Prize draw is conducted. Mail-in entries must be postmarked within the Entry Period and be received prior to the random prize draw date (outlined below) to be valid. The Releasees (defined below) will not be responsible or liable for any lost, stolen, delayed, illegible, damaged, misdirected, insufficient postage, late or destroyed mail-in Extra Entries requests.

### **6. COULD MY ENTRY BE REFUSED OR REJECTED?**

Your entry could be refused or rejected if:

- (a) you attempt to enter the Contest in a fashion not authorized by these Official Rules;
- (b) your entry contains false or misleading information, or is late, falsified, illegible, damaged or incomplete or otherwise irregular;
- (c) your entry is submitted using robotic, automated, programmed, or other illicit means; or
- (d) your entry is not in compliance with these Official Rules.

In addition, the Sponsor reserves the right to refuse any entry for any other reason as they may determine.

### **7. WHAT ARE THE CONDITIONS OF ENTRY?**

By entering the Contest:

- (a) you agree to be bound by these Official Rules and by the decisions of the Sponsor, which decisions are final, binding and conclusive;
- (b) you represent and warrant that (i) your entry, including any material comprising your entry (e.g. name, user name, profile picture, etc., as applicable) and any material submitted with your entry (e.g. photograph, video, written submission, or other form of submission, as applicable) (all such material, collectively, the "**Entry Material**") is original to you, (ii) you have all necessary rights in and to your Entry Material to enter the Contest, including the consent of any third parties whose personal information is included in your Entry Material, and (iii) your Entry Material does not contain, depict, include or involve content that is, or could reasonably be considered to be, inappropriate, unsuitable or offensive, as determined by the Sponsor;
- (c) you understand and agree that your entry, including your Entry Material, will not be returned to you and may be moderated or edited by 55 Rush Inc. as it deems appropriate;
- (d) you grant to the Sponsor the irrevocable right to use your Entry Material in any media worldwide and for any purpose related to the Contest (or any similar contest), including the right to use, reproduce, modify, adapt, translate, or create derivative works from your Entry Material without notification, compensation or additional consideration to you;
- (e) you waive all claims of moral rights in any use of your Entry Material by 55 Rush Inc. pursuant to the rights granted in these Official Rules;
- (f) you agree that the Sponsor shall have the right at any time to require proof of identity or eligibility to enter the Contest; failure to provide any such proof upon request may result in disqualification;

- (g) you release and forever discharge the Sponsor, their respective parents, affiliates, and subsidiaries, any other companies associated with the Contest, and all of their respective directors, officers, employees, agents, representatives, licensees, successors and assigns, as well as any Third Party Services, (collectively, the “**Releasees**”), and agree to indemnify and hold harmless each of the Releasees, from and against any and all claims, damages or liability, including any costs or losses related to personal injury, death, damage to or loss or destruction of property, arising out of, or in any way related to, (i) your participation in the Contest, (ii) the awarding, receipt, possession, use or misuse of any prize, in whole or in part, or any travel or activity related to any prize, (iii) the use of any Entry Material or Publicity Material (defined below) in accordance with the rights granted in these Official Rules, or (iv) any breach of these Official Rules.

## **8. WHAT ARE THE CONTEST PRIZES?**

There are a total of one (1) prize to win in the Contest, having an approximate maximum retail value of \$2,700 CAD and consisting of:

- A one-time credit representing one year of Fido service to be applied to the winner’s Fido account. The maximum one-time credit for the prize is \$900.
- One (1) smartphone from Fido with a maximum retail value of \$1800. Smartphone selection is subject to availability at the time of prize award.

## **9. ARE THERE ANY PRIZE CONDITIONS?**

In addition to any prize conditions provided elsewhere in these Official Rules, any prize awarded in the Contest is subject to the following conditions:

- (a) The prize may be substituted, in whole or in part, with a prize or prize component of equal or greater value if the prize or prize component cannot be awarded for any reason.
- (b) The prize must be accepted as awarded and may not be transferred, unless otherwise determined by the Sponsor. The prize may not be exactly as advertised. The prize is provided “as is” without representation or warranty of any kind by the Sponsor.
- (c) The prize may not be resold.
- (d) Any unused portion of the prize, once awarded, will be deemed forfeited. The prize will not be replaced if lost, destroyed, mutilated or stolen.
- (e) The Fido account of the winner must be in good standing at the time of entry, at the time of the draw and at the time of the remittance of the prize. If the winner does not have a Fido account, they must activate one in order to claim the prize.

## **10. HOW WILL THE POTENTIAL WINNER(S) BE SELECTED?**

Co-Ordination with Other Canada’s Luckiest Baby 13 Contests: The Prize draw will occur in co-ordination with all other Canada’s Luckiest Baby 13 Contests (as described at <http://clb2020.parentlifenet.com/rules>). Entries earned in the Contest will be valid for every Canada’s Luckiest Baby 13 contest for which the contestant has entered.

On or about January 2, 2021 at approximately 2:00 PM in the city of Toronto, in the province of Ontario, at the offices of the Sponsor (301-312 Adelaide St. W., Toronto, ON, M5V1R2), one (1) entry will be randomly selected from all eligible entries received by the Sponsor during the Contest Period for any Canada’s Luckiest Baby 13 Contest. If the contestant who owns the selected entry, and who is otherwise eligible to win, has entered the “Canada’s Luckiest Baby 13 – Chance to Win Smartphone and 1 year of service from Fido”, he or she will be the selected contestant who is eligible to win the Prize subject to compliance with these Rules. In the event that the first valid entry selected in the co-ordinated draw has

not entered the "Canada's Luckiest Baby 13 – Chance to Win Smartphone and 1 year of service from Fido" contest, a separate draw will take place during which one (1) entry will be randomly selected from all eligible entries received by the Sponsor during the Contest Period by contestants who have entered the "Canada's Luckiest Baby 13 – Chance to Win Smartphone and 1 year of service from Fido " Contest. This secondary draw will have no co-ordination with other Canada's Luckiest Baby 13 contest draws.

**Contacting Selected Contestant:** Sponsor will attempt to arrange an in person meeting with the selected contestant within thirty (30) days of the draw date. If the Sponsor is unable to arrange an in person meeting within thirty (30) days of the draw date, Sponsor will make an additional minimum of two (2) attempts to contact the selected contestant by email using the information provided at the time of Account registration (or on mail in entry) between thirty-one (31) and thirty-five (35) days of the Draw Date. If the selected contestant cannot be contacted (i.e. does not reply to the email from the Sponsor or its representative) within forty (40) 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 select an alternate selected contestant from among the remaining eligible entries (in which case the foregoing provisions of this section shall apply to such new selected contestant).

## **11. HOW CAN A POTENTIAL WINNER BECOME A WINNER?**

To be declared a winner, a potential winner:

- (a) must correctly answer, without assistance, a time-limited, mathematical skill-testing question to be administered by the Sponsor;
- (b) must be in compliance with these Official Rules;
- (c) must sign and return, within any designated time period, a digital release of liability and consent to publicity form in digital format and provide any other documentation as reasonably required; or, if the potential winner is a minor, must have his or her parent or legal guardian sign and return, within a specified time period, such documentation;
- (d) may be required to provide proof of identification to confirm eligibility or to claim a prize, or provide proof that he or she is the authorized account holder of any account associated with the selected entry.

## **12. WHAT ARE THE ODDS OF WINNING A PRIZE?**

The odds of winning depend on the number of eligible entries received.

## **13. HOW DO I CLAIM A PRIZE?**

Once a potential winner is confirmed as a winner, prize distribution will be promptly coordinated.

Except as otherwise indicated by the Sponsor, a winner must personally take delivery of the prize as instructed within seven (7) days of being notified that such prize is available or within such other time period as may reasonably be advised.

If a winner fails to take delivery of the prize as instructed, the prize will be deemed forfeited.

## **14. WILL I APPEAR IN ANY PUBLICITY IF I AM A WINNER?**

If you are a winner, the Sponsor may require you to appear in publicity related to the Contest or to any similar contest.

By accepting a prize:

- (a) you grant to the Sponsor the irrevocable right to record, photograph or otherwise capture or document you, your likeness, your voice, or any statements you make regarding the Contest or the prize, by any available means;
- (b) you agree that any such captured material, together with your biographical information, such as name or place of residence, or your Entry Material (collectively, all such materials, the “**Publicity Material**”) may be used by the Sponsor or their licensees, successors, or assigns (collectively, the “**Publicity Parties**”) in any media, whether now known or later devised, worldwide and in perpetuity, for advertising or promotional purposes related to the Contest or any similar contest. Any such use of the Publicity Material may include the reproduction, modification, adaptation, translation or creation of derivative works from your Entry Material;
- (c) you acknowledge that the Publicity Parties shall not be required to compensate you, notify you, or request your permission in connection with their use of any Publicity Material, unless otherwise prohibited by law; and
- (d) you waive any rights that you may have or that may otherwise exist in connection with any use of the Publicity Material by any of the Publicity Parties, including any moral rights in any such Publicity Material.

## 15. HOW WILL MY PERSONAL INFORMATION BE COLLECTED, USED AND DISCLOSED?

By entering the Contest, you consent to the Sponsor’s collection, use and disclosure of your personal information in accordance with the Privacy Policy, available at <https://accounts.parentlifenetwork.com/privacy> (the “PLN Privacy Policy”), for purposes of administering the Contest as described in these Official Rules.

Over the course of participating in the Contest, you may be given the option to receive commercial emails or other communications of a commercial nature (collectively, “**Commercial Communications**”) from the Sponsor or other parties. Should you elect to receive Commercial Communications from Parent Life Network, your personal information will be used by the Parent Life Network to that end, in accordance with the PLN Privacy Policy.

Your personal information may be disclosed to a third party in the following circumstances:

- (a) in accordance with these Official Rules, or with your consent, or as otherwise permitted or required by law.
- (b) if you elect to receive Commercial Communications from a party other than the Parent Life Network, PLN will disclose your personal information to that other party for that purpose;
- (c) if you are a potential prize winner, The Parent Life Network may disclose your personal information to any prize supplier for purposes of prize fulfillment; and
- (d) if you have been asked to sign and return a release of liability and consent to publicity form or other documentation in accordance with the terms of these Official Rules, The Parent Life Network may disclose your personal information to any interested party, such as an entity who is released from liability.

The Parent Life Network’s disclosure of your personal information to another party will cause your personal information to be subject to that party’s privacy policy and practices.

## 16. HOW DO THE RELEASEES LIMIT THEIR LIABILITY?

The Releasees assume no liability for the following:

- (a) stolen, late, incomplete, illegible, inaccurate, misdirected, lost, misrouted, scrambled, damaged, delayed, undelivered, mutilated, jumbled, or garbled entries, transmissions, email, mail, or other communications;
- (b) any error, omission, interruption, defect or delay in transmission, processing, or communication;

- (c) failures or malfunctions of, or difficulties with, computer hardware or software, telephones, telephone lines, telephone systems, or network, cable, satellite, server, or website connections;
- (d) printing, typographical, or other errors appearing within these Official Rules, in any Contest-related advertisements, or in Contest-related materials;
- (e) incorrect or inaccurate information, including where caused by website users, tampering, hacking, or by any equipment or programming associated or used in connection with the Contest;
- (f) injury or damage to any computer or other device resulting from or otherwise related to participation in the Contest, the use of any website, or the downloading or accessing of any materials;
- (g) anyone being incorrectly or mistakenly identified as a winner or potential winner; or
- (h) any other errors, problems or difficulties of any kind, whether human, mechanical, electronic, or otherwise, relating in any way to the Contest, including those errors, problems or difficulties that may relate to the administration of the Contest, the processing of entries, the advertising of the Contest, the announcement of any prize or prize winner, or the cancellation or postponement of any event.

#### **17. WHAT LAWS APPLY TO THE CONTEST?**

The laws of the province or territory in which you reside apply to the Contest.

Any attempt to undermine the legitimate operation of the Contest may be a violation of criminal or civil laws. Should any such attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law.

#### **18. CAN THE SPONSOR CANCEL OR AMEND THE CONTEST?**

The Sponsor may cancel, modify, or suspend the Contest or amend these Official Rules for any reason whatsoever, subject to prior approval by the Régie des alcools, des courses et des jeux, if legally required. For example, if for any reason the Contest is not capable of running as originally planned, the Sponsor may adjust any of the dates, timeframes or other Contest mechanics, or suspend or cancel the Contest.

You may not amend these Official Rules in any way.

#### **19. WOULD THE SPONSOR EVER DISQUALIFY OR BAN SOMEONE FROM A CONTEST?**

The Sponsor may disqualify without notice or ban someone from the Contest or any future contest for any other reason, including if the Sponsor finds that a person has:

- (a) resold or attempted to resell a prize, in whole or in part;
- (b) tampered with or attempted to tamper with, or undermined or attempted to undermine, the legitimate operation of the Contest;
- (c) provided false or misleading information;
- (d) acted in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten or harass any person; or
- (e) otherwise violated these Official Rules.

#### **20. WHAT HAPPENS IF THESE OFFICIAL RULES CONTRADICT OTHER CONTEST MATERIALS?**

In the event of any discrepancy or inconsistency between these Official Rules and disclosures or statements made by the Sponsor or appearing in other Contest-related materials, these Official Rules shall govern.

**21. WHAT HAPPENS IF PART OF THESE OFFICIAL RULES BECOMES UNENFORCEABLE OR DOES NOT APPLY?**

If any part of these Official Rules is legally unenforceable or inapplicable, then that part will be deemed invalid; however, the remainder of these Official Rules will otherwise continue to be legally binding.

**22. IF I AM A RESIDENT OF QUEBEC, IS THERE ANY ADDITIONAL INFORMATION I SHOULD KNOW?**

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.