

2019 Canadian Gymnastics Week

Contest Rules

Eligibility: The contest is only open to legal residents of Canada, and is void where prohibited by law. Employees of Gymnastics Canada, its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the “Employees”), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the contest.

Agreement to Rules: By participating, the Contestant (“You”) agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, you agree to accept the decisions of Gymnastics Canada as final and binding as it relates to the content of this contest.

Campaign Period: Entries will be accepted online starting on February 3, 2019 at 12:00pm Eastern Time, and ending February 9, 2019 at 11:59pm Eastern Time. All online entries must be received by February 9, 2019 at 11:59pm Eastern Time. Voting will conclude on February 16, 2019 at 11:59pm Eastern Time.

How to Enter: The contest must be entered by submitting an entry using the hashtag #CDNGymWeekWin. The entry must fulfill all contest requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Gymnastics Canada. There is no limit to how many times a participant can enter.

Prizes: The Winner of the contest (the “Winner”) will receive the “Simone Biles” Gold Star Package. The package includes an Adjustable Bar, 8’ Wood Floor Beam, and a Folding Panel Mat 4’ x 8’ (approximate retail value of \$1014.00). The specifics of the prize shall be solely determined by Gymnastics Canada and Spieth Canada. No cash or other prize substitution shall be permitted. Spieth Canada is responsible for shipping and the cost of shipping of the prize. No substitution of prize or request for the cash equivalent by the Winner is permitted. Acceptance of the prize constitutes permission for Gymnastics Canada to use the Winner’s name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

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

Winner Selection and Notification: The Winner will be selected by community vote under the supervision of Gymnastics Canada. The Winner will be notified by direct message on the corresponding social media platform within five (5) days following selection of the Winner. Gymnastics Canada shall have no liability for the Winner’s failure to receive notices due to spam, junk e-mail, or other security settings or for the Winner’s provision of incorrect or otherwise non-functioning contact information. If the Winner cannot be



contacted, is ineligible, fails to claim the prize within 10 days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner selected.

Rights Granted by You: By entering this content (e.g., photo, video, text, etc.), You understand and agree that Gymnastics Canada, anyone acting on behalf of Gymnastics Canada, and Gymnastics Canada's licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes, without any further compensation, notice, review, or consent. By entering this content, You represent and warrant that your entry is an original work of authorship, and does not violate any third party's proprietary or intellectual property rights. If your entry infringes upon the intellectual property right of another, You will be disqualified at the sole discretion of Gymnastics Canada. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless Gymnastics Canada from and against any suit, proceeding, claims, liability, loss, damage, costs, or expense, which Gymnastics Canada may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

Terms & Conditions: Gymnastics Canada reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign should virus, bug, non-authorized human intervention, fraud, or other cause beyond Gymnastics Canada's control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such case, Gymnastics Canada may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Gymnastics Canada. Gymnastics Canada reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Campaign or website or violates these Terms & Conditions. Gymnastics Canada has the right, in its sole discretion, to maintain the integrity of the contest, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by contest rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Campaign may be a violation of criminal and civil laws. Should such attempt be made, Gymnastics Canada reserves the right to seek damages to the fullest extent permitted by law.

Limitation of Liability: By entering, You agree to release and hold harmless Gymnastics Canada and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the



contest and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.

