

Terms & Conditions:

1. KEY DATES:

The 100 Days of Giveaways Contest (the “Contest”) begins on Monday, October 5th, 2020 at 12:00 a.m. ET and ends on Wednesday, January 13th, 2021 at 11:59 p.m. ET (the “Contest Period”).

Each “Day” of the Contest Period begins at 12:00:01 a.m. ET and ends at 11:59:59 p.m. ET and will consist of a “Daily Entry Period”.

2. ELIGIBILITY TO ENTER:

The Contest is open only to residents of Canada who, at the start of the Contest Period: (i) have reached the legal age of majority in their province/territory of residence; and, (ii) have a Canadian Physiotherapy Association (the “**Sponsor**”) membership in good standing within one (1) of the eligible membership categories outlined within Schedule “A”. Employees (current and retired, and those with whom such persons are living, whether related or not) of the Sponsor, Performance Health (the “**Prize Provider**”) and each of their respective distributors, representatives, agents, parent companies, subsidiaries, affiliates, dealers, advertising/promotion agencies and any other individual(s), entity or entities involved in the development, production, implementation, administration or fulfilment of the Contest (collectively, the “**Contest Parties**”) are not eligible to enter.

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. At the start of the Contest Period, an eligible entrant will automatically receive one (1) entry (an “**Automatic Entry**”) into each Daily Entry Period.

To receive bonus Entries (each, a “**Bonus Entry**”), an eligible entrant may go to the registration page (the “**Website**”) and follow the on-screen instructions to obtain the Official Contest Entry Form (the “**Entry Form**”) and fully complete the Entry Form with all required information, which may include a requirement to: (i) enter his/her full name & CPA Membership Number; (ii) signify his/her agreement that he/she has read and agrees to be legally bound by the terms and conditions of these Rules; and (iii) agree to receive (or reconfirm his/her agreement to receive) email communications from the Sponsor regarding its news and promotions. After opting in to receive email communications from the Sponsor, an entrant may withdraw his/her consent to receive such email communications at any time without affecting his/her eligibility in the Contest. 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. Once the Entry Form is fully completed with all required information and the entrant has agreed to the Rules, he/she must follow the on-screen instructions to submit the completed Entry Form. Upon receipt of the Entry Form in accordance with these Rules (as determined by the Sponsor in its sole and absolute discretion), the eligible entrant will receive one (1) Bonus Entry into each Daily Entry Period remaining during the corresponding weekly Prize Period (defined below) in which the Entry Form is received. For certainty, up to seven (7) Bonus Entries may be received (for example, [insert example]). To be eligible, the Entry Form must be submitted and received in accordance with these Rules during the Contest Period.

5. VERIFICATION:

All Entries, Entry Forms 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 entrant’s eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Entry, Entry Form 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 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 the Contest will be the official time-keeping device(s) used by the Sponsor.

6. PARTICIPATION REQUIREMENTS:

BY SUBMITTING AN ENTRY, YOU AGREE TO RELEASE THE RELEASED PARTIES FROM ANY AND ALL LIABILITY IN CONNECTION WITH THE CONTEST AND YOUR PARTICIPATION THEREIN AND TO INDEMNIFY THE RELEASED PARTIES AGAINST ANY AND ALL CLAIMS, DAMAGES, LIABILITIES, COSTS, AND EXPENSES ARISING FROM YOUR PARTICIPATION IN THE CONTEST. BY SUBMITTING AN ENTRY, YOU ALSO AGREE THAT YOUR ENTRY (AND EACH INDIVIDUAL COMPONENT THEREOF) AND ALL OTHER ASPECTS OF YOUR PARTICIPATION IN THIS CONTEST COMPLIES WITH ALL CONDITIONS STATED IN THESE RULES. THE RELEASED PARTIES WILL BEAR NO LIABILITY WHATSOEVER REGARDING: (I) THE USE OF YOUR ENTRY (OR ANY COMPONENT THEREOF); (II) PARTICIPATION IN ANY CONTEST-RELATED ACTIVITIES; (III) ANY USE, COLLECTION, STORAGE AND DISCLOSURE OF ANY PERSONAL INFORMATION; AND/OR (IV) IF DECLARED A WINNER, THE APPLICABLE PRIZE (INCLUDING ANY USE OR MISUSE OF THE APPLICABLE PRIZE). THE RELEASED PARTIES SHALL BE HELD HARMLESS BY YOU IN THE EVENT IT IS DISCOVERED THAT YOU HAVE DEPARTED FROM OR NOT OTHERWISE FULLY COMPLIED WITH ANY OF THESE RULES. THIS RELEASE AND INDEMNITY SHALL CONTINUE IN FORCE FOLLOWING THE TERMINATION OF THE CONTEST AND/OR AWARDING OF ANY PRIZE.

By participating in the Contest, each entrant hereby warrants and represents that any Entry he/she submits does not contain any reference to any identifiable third parties, unless consent has been obtained from all such individuals and their parent/legal guardian if they are under the age of majority in their jurisdiction of residence; and will not give rise to any claims whatsoever, including, without limitation, claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party.

7. PRIZES:

There are one hundred (100) prizes (each, a “Prize” and collectively, the “Prizes”) available to be won at the start of the Contest Period. One (1) Prize will be awarded per Daily Entry Period (defined below), based on the Prizes available to be awarded during the corresponding weekly prize period (each, a “Prize Period”), as set out below. The number of Prizes available will decrease as they are claimed. The CPA will draw all daily prizes weekly. The prize draw is subject to change in December 2021.

Each Prize must be accepted as awarded and is not transferable, assignable or convertible to cash (except as may be specifically permitted by Sponsor in its sole and absolute discretion). No substitutions are permitted, except at Sponsor’s option. The Sponsor reserves the right to substitute any Prize in whole or in part in the event that all or any component of the Prize is unavailable with a prize or prize component(s) of equal or greater retail value, including, without limitation, but solely at the Sponsor’s sole discretion, a cash award. All characteristics and features of each Prize, except as otherwise explicitly stated above, are at the Sponsor’s sole and absolute discretion. Each Prize winner is solely responsible for all costs not expressly described herein.

8. ELIGIBLE WINNER SELECTION PROCESS:

The CPA will perform a random draw from among all eligible Entries received in accordance with these Rules prior to the close of the corresponding Daily Entry Period to select a Prize winner (each, a “Daily Draw”). The odds of winning depend on the number of eligible Entries received prior to the close of the applicable Daily Entry Period.

9. ELIGIBLE WINNER NOTIFICATION PROCESS:

The CPA or its designated representative will make a minimum of 3 attempts to contact each potential winner by email, within 5 business days of the applicable Daily Draw. If the potential winner cannot be contacted within such time, 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 Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate potential Prize winner from among the remaining eligible Entries received in accordance with these Rules prior to the close of the applicable Daily Entry Period (in which case the foregoing provisions of this section shall apply to such newly selected potential 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 potential 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 two (2) 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 a 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, including any travel related thereto; 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, worldwide and in perpetuity.

If a potential 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/a] 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 applicable Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate potential Prize winner from among the remaining eligible Entries received in accordance with these Rules prior to the close of the applicable Daily Entry Period (in which case the foregoing provisions of this section shall apply to such newly selected potential winner).