

# COLD-FX<sup>®</sup> Defence Zone Contest – Wave 6

## Official Rules & Regulations

### 1. ELIGIBILITY:

- (a) To be eligible for the COLD-FX<sup>®</sup> Defence Zone Contest (the “Contest”), an individual must:
  - i. be a legal resident of Canada; and
  - ii. age of majority in the province of residence.
- (b) Those ineligible to enter the contest are:
  - i. employees, representatives and agents of Bausch Health, including its affiliates, subsidiaries and related corporations; (collectively the “Sponsor”);
  - ii. employees, representatives and agents of the suppliers of Prizes (hereinafter defined) awarded in this Contest;
  - iii. employees, representatives and agents of the Sponsor’s advertising, promotional and media agencies;
  - iv. people involved in the development, production and distribution of materials related to the contest; and
  - v. the immediate families of all of the aforementioned persons, or persons with whom such persons are domiciled. In these Contest rules “immediate family” means husband, wife, spouse, mother, father, brother, sister, son and daughter, whether or not they reside in the same household;
  - vi. groups, clubs, organizations, businesses and commercial and non-commercial entities.
- (c) The Sponsor has the right to require at any time, proof of identity, age and/or eligibility of any participant (the “Participant”) to allow him/her to enter the Contest. Failure to provide such proof within five (5) days following the request could result in disqualification.
- (d) All information supplied to the Sponsor for the purpose of this Contest must be truthful, accurate, complete and in no way misleading. The Sponsor reserves the right, in its sole discretion, to disqualify any Participant should his or her Entry (hereinafter defined) includes false, inaccurate, incomplete or misleading information.

### 2. CONTEST PERIOD: The Contest begins on Tuesday February 16, 2021 at 12:00:01 a.m. (EST) (the “Contest Starting Date”) and closes on Friday April 30, 2021 at 23:59:59 p.m. (EST) (the “Contest Closing Date”). A single draw will occur following the conclusion of the program. The period between the Contest Starting Date and the Contest Closing Date is the Contest Period (the “Contest Period”).

### 3. HOW TO ENTER: No purchase necessary. One entry per person. Making a purchase will not increase your chances of winning. Opting in to receive communications from the Sponsor will not increase your chances of winning. Void where prohibited by law.

- (a) Any attempt or suspected attempt to enter more than once per person, any use of robotic, automatic, programmed or entry methods not authorized by these rules, shall be deemed as tampering and will void all of your entries.
- (b) To enter, the Participant must sign up for the Cold-FX<sup>®</sup> Defence Zone by visiting [www.cold-fx.ca](http://www.cold-fx.ca), complete the online form including the mandatory information: first, last name and province of residence of the Participant, and a valid email address and phone number for the Participant, check the box indicating compliance these Official Rules and click the “Submit” button.
- (c) Participants will be required to also answer an entry questions “What calming techniques do you practice to help manage and reduce stress” in order to be eligible for the contest. Existing members of the Cold-FX<sup>®</sup> Defence Zone, will also be required to answer this question, in order to be eligible for the contest.

- (d) By entering the Contest, Participant (i) acknowledges compliance with these Official Rules including all eligibility requirements (ii) agrees to be bound by the Official Rules and by the decisions of the Sponsor and its agencies, made in its sole discretion, which shall be final and binding in all matters relating to this Contest.
- (e) All entries that are incomplete, illegible, damaged, irregular, have been submitted through illicit means, or do not conform to or satisfy any condition of the rules may be disqualified by the Sponsor. The Sponsor takes no responsibility for lost, stolen, delayed, damaged, misdirected, late or destroyed entries, or for typographical or other production errors. The Sponsor is not responsible for any errors or omissions in advertising this contest. All entries become the property of the Sponsor and will not be returned.
- (f) A Participant must submit an entry on his/her own behalf. Any Entry submitted on behalf of another individual or using another person's e-mail address will be disqualified. In the event of a dispute regarding any Entry, the Entry will be declared made by the authorized account holder of the e-mail address submitted at the time of the entry (i.e. the person who is assigned to an e-mail address by an Internet access provider, on-line service provider or other organization that is responsible for assigning e-mail addresses for the domains associated with the submitted e-mail address).

4. **INDEMNIFICATION:** By entering the Contest, a Participant:

- (a) releases the Sponsor and its directors, officers, employees, parent companies or corporations, subsidiaries, affiliates, suppliers, sponsors and agents from any and all liability for any injury, loss or damage of any kind to the Participant or any other person, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any Prize, participation in this Contest, or any breach of these Contest rules;
- (b) agrees to fully indemnify the Sponsor and its directors, officers, employees, parent companies or corporations, subsidiaries, affiliates, suppliers, sponsors and agents from any and all claims by third parties relating to the Contest, without limitation.

5. **ODDS OF WINNING:** Odds of winning are dependent on the total number of eligible entries received during the Contest Period.

6. **PRIZES:** There are a total of sixty (60) prizes available to be won. The total value of all prizes awarded over the course of the contest is \$4,619.40. Each of the sixty (60) prizes available are for a one (1) year subscription to Calm © App (Valued at \$76.99CDN). The Sponsor is not responsible for prizes that are lost, stolen, damaged or not received by the Winners.

One (1) Calm Annual Subscription:

Valued at \$76.99 CDN

7. **PRIZE WINNER SELECTION**

- (a) One (1) draw will be conducted by the Independent Contest Judging Organization in Hamilton, ON to select potential Winners, from among all eligible Entries received and time-stamped by 11:59:59 p.m. EST on the day immediately preceding the date of the draw.
- (b) The single (1) draw will be held at 4:00 p.m. EST on May 7, 2021
- (c) Each Potential Winner will be notified by email with directions on how to claim their Prize, including how to secure the Winner Declaration and Release, within two (2) business days of the Draw Date. To be declared a "Winner" each selected entrant must complete and sign the Winner Declaration and Release form (the "Declaration Form"), including correctly answering without assistance of any kind, whether mechanical or otherwise, the mathematical skill-testing question set out on the Declaration Form, and return it to the Sponsor via email within five (5) business days of receipt. If no response after five (5) business days, a reminder message will be sent. If no response after five (5) business days or if the selected entrant does not complete the Declaration Form in this time, all rights to the Prize will be forfeited and the Sponsor reserves the right to draw another Winner. The Sponsor will repeat the above process until a Winner has been selected or the Sponsor runs out of eligible entries.

The Sponsor and its designated agencies are not responsible for the failure for any reason whatsoever of a selected Participant to receive notification or for the independent contest organization to receive the selected Participant's response(s).

- (d) By completing and returning the Declaration Form, and accepting a Prize, the Winner confirms compliance with the Official Rules,
  - i. acknowledge that the Prize must be accepted as awarded, no prize selection is allowed, and prize cannot be substituted or transferred,
  - ii. release the Sponsor, its affiliates and related companies, advertising and promotional agencies, the independent contest organization and their respective shareholders, directors, officers, employees and agents from and against all liability in connection with the Contest and the awarding and use of a Prize, and
  - iii. consent to the use of his/her name, address (city and province), voice, image and/or photographs, including any statements or comments about the Contest without further remuneration, in connection with any publicity carried out by or on behalf of the Sponsor with respect to this Contest in any media whatsoever (including the internet and social media websites) for perpetuity.
  - iv. At the Sponsor's sole discretion the selected Participant may be required to provide to the Sponsor a copy of photo identification showing his/her valid address. Selected Winners agree to cooperate in any investigations by the Sponsor to confirm his/her eligibility and to help ensure that the use of such Winner in advertising or publicity for the Contest will not bring the Sponsor into public disrepute, contempt, scandal or ridicule or reflect unfavourably on the Contest or the Sponsor as determined by the Sponsor in its sole discretion.
  
- 8. CLAIMING OF PRIZES: The selected Winner needs to return a signed Declaration Form and acknowledgment form. Contest rulings are final and without appeal in all matters related to the promotion and the awarding of prizes. Prizes are shipped by mail or courier of the Sponsor's choice within 90 days of receipt of the signed Declaration Form.
  
- 9. LIMITATION OF LIABILITY:
  - (a) The Sponsor assumes no responsibility or liability for lost, delayed, destroyed or misdirected Entry Forms, emails or for any computer, online, telephone, hardware, software or technical malfunctions that may occur.
  - (b) The Sponsor is not responsible for any incorrect or inaccurate information, whether caused by users or 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.
  - (c) The Sponsor does not assume any responsibility for any loss, damage, or claims caused by the awarded Prize or the Contest itself.
  - (d) The Sponsor reserves the right to cancel, suspend or modify the Contest, should a virus, bug, computer problem, unauthorized human intervention or other cause beyond the Sponsor's control, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest.
  
- 10. PRIVACY: The Sponsor respects your privacy and is collecting personal data about entrants for the purpose of administering this Contest. By entering this Contest, a Participant consents and agrees to Sponsor's collection and use of that information to administer this Contest, including the Sponsor sharing with a Participant's personal information with its third party service providers for the purposes of administering and conducting this Contest, including verification of eligibility and identity as well as awarding and delivering prizes.
  
- 11. INTELLECTUAL PROPERTY: All intellectual property and all of the promotional materials, web pages and source code are owned by the Sponsor and/or its affiliates. All rights are reserved. Copying or unauthorized use of any copyrighted material or trade-mark without the express written consent of its owner is strictly prohibited. COLD-FX® is a registered trademark of Bausch Health Companies Inc. or its affiliates.

12. LAWS: These are the Official Contest rules. This Contest is subject to federal, provincial and municipal laws and regulations. In case of dispute, this Contest shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. 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 Sponsor.
13. TECHNICAL ERRORS: The Sponsor cannot be held responsible for technical failures on the part of contest software or human error which could result in inaccurate postings and notifications. The Sponsor is also not responsible for email notifications that are rejected or do not reach a Winner. The Sponsor reserves the right to cancel a contest at any time or to correct results in order to rectify software errors.
14. GENERAL CONDITIONS:
- (a) Each Prize must be accepted as awarded and is non-transferrable. Any portion of the Prize not accepted or used by the Winners will be forfeited.
  - (b) All entries become the property of the Sponsor and none will be returned or acknowledged.
  - (c) Mass entries, automated entries, entries submitted by third parties and any entries or Prize claims that are late, incomplete, fraudulent, illegible, unidentified or delayed will be void.
  - (d) Any attempt to deliberately damage the promotional website, or to undermine the legitimate operation of this Contest is a violation of criminal and civil laws. In such cases, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.
  - (e) Participant acknowledges and agrees by entering this Contest that he/she is providing their information to the Sponsor. The information provided will only be used for the administration of this Contest. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor.
  - (f) If, for any reason, in Sponsor's sole opinion, the Contest is not capable of running as planned, including, but not limited to, a result of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the reasonable control of the Sponsor which corrupt or affect the administration security or proper conduct of this Contest, Sponsor reserves the right, subject to the approval of the Régie des alcools, des courses et des jeux (the "Régie") with respect to residents of Quebec, to cancel, terminate, modify or suspend the Contest, or these Official Contest Rules, in whole or in part, and may select entrants from among all eligible entries received prior to the cancellation. Sponsor's failure to enforce any term of these Official Contest Rules shall not constitute a waiver of that provision.
  - (g) The invalidity or unenforceability of any provision of these Official Contest Rules shall not affect the validity or enforceability of any other provision. If any provision of the Official Contest Rules is determined to be invalid or otherwise unenforceable, then the Official Contest Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.
  - (h) Should any discrepancy arise between the English and French versions of these Rules and Regulations, the English version shall prevail over the French version.
  - (i) Persons found tampering with or abusing any aspect of this Contest, the entry process or the Contest Website, or whom Sponsor believes to be causing malfunction, error, disruption or damage will be disqualified from this Contest, and may be disqualified from any future Contest or promotion offered by Sponsor.
  - (j) Sponsor reserves the right to correct any typographical, printing, computer programming or operator errors. Should a winner make any false statement(s) in any document referenced above, the winner will be required to promptly return to Sponsor his/her Prize, or the cash value thereof.

- (k) If a dispute arises as to the identity of a Participant, the Participant will be deemed to be the authorized account holder of the email address used to enter the Contest. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider, or other person or organization responsible for assigning email addresses for the domain associated with the submitted address. The selected entrant may be required to show proof of being the authorized account holder. All federal, local and provincial/territorial laws and regulations apply.
15. QUEBEC RESIDENTS ONLY: Any litigation respecting the conduct or organization of a publicity Contest may be submitted to the Régie for a ruling. Any litigation respecting the awarding of a Prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.