

# COLD-FX and redtag.ca Giveaway Contest

## OFFICIAL CONTEST RULES

1. The COLD-FX and redtag.ca Giveaway Contest (the “**Contest**”) is being held by COLD-FX (the “**Contest Sponsor**”) between **12:01am** (EDT) on Monday November 6<sup>th</sup>, 2023 and **11:59pm** (EDT) on Sunday January 14<sup>th</sup>, 2024 (the “**Contest Period**”).

2. By participating in the Contest, each participant agrees to be bound by these Official Contest Rules (the “**Official Rules**”).

### ELIGIBILITY

3. This Contest is open to residents of Canada excluding residents of the province of Québec, who have reached the age of majority in their province or territory of residence. Employees, contractors, agents and representatives of the Contest Sponsor, its parent or related companies, publicity or promotional agencies, suppliers of materials and services related to the Contest, as well as their immediate family members (brothers, sisters, children, father, mother), their legal or common-law spouse and all persons with whom these employees, contractors, agents or representatives reside, whether related or not, are excluded from participating in the Contest. Additionally, health care professionals, both licensed and non-licensed as well as their immediate family member are excluded from participating in the Contest.

### HOW TO ENTER

4. Participation: No product purchase is required to enter the Contest. To enter, a participant must complete the following requirements during the Contest Period in order to be eligible:

(i) **Online Contest Webpage**. To enter, a participant must visit [www.cold-fx.ca/contest](http://www.cold-fx.ca/contest) and complete the entry submission form for the Defence Zone newsletter and confirm that he/she has read and agrees to be bound by these Official Contest Rules. As part of the entry form, users will need to provide their Instagram account used for the following step.

(ii) **Instagram**. To ensure your entry is eligible, participants must follow both the COLD-FX Instagram account (<https://www.instagram.com/coldfx>) as well as follow the redtag.ca account (<https://www.instagram.com/redtag.ca>) from the participants Instagram account listed on their entry form. Alternative accounts will not be accepted and it is the responsibility of participants to correctly identify their Instagram account name/handle on their entry form found at [www.cold-fx.ca/contest](http://www.cold-fx.ca/contest).

For each entry validly made through the participation method described above during the Contest Period, in accordance with these Official Rules, the participant will be granted one (1) chance to participate in the draw for the Prize, as further described below. Each participant may submit a maximum of one (1) entry during the contest period, regardless of the method of entry, during the Contest Period. All entries must comply with the requirements of these Official Rules, including, without limitation, the requirements set out in paragraphs 15 and 16 below.

### PRIZE

5. There is one (1) Prize Packs available to be won through the Contest. The draw for the winning entries (the “**Draw**”) will be held on the week of January 15<sup>th</sup>, 2024 or shortly after, at the Contest supplier’s location situated in Pickering, Ontario.

(i) The prize (“**Prize**”) consists of a travel voucher from redtag.ca with a value of \$2,000.00 CDN (Two Thousand Canadian Dollars) with the following terms and conditions for use:

- Voucher must be redeemed by Tuesday April 30<sup>th</sup> 2024, for travel to be completed by Wednesday July 31<sup>st</sup> 2024.
- redtag.ca travel voucher credit is only valid on vacation package bookings.

- The Prize must be accepted as awarded and cannot be transferred, assigned, substituted, or redeemed for cash.
  - The winner and any travel companion(s) must have all necessary documentation to permit travel (e.g. passport, visa) and not have any barrier to entry into any country selected as the travel destination.
  - The following additional expenses are the sole responsibility of the winner and their travel companion(s) including, without limitation: meals and drinks; gratuities; entertainment; health and travel insurance; transportation for winner and any travel companion(s) to and from the Canadian International airport nearest the to winner's or travel companion(s) residence; transportation while visiting travel destination; excess baggage fees; and items of person nature (NOTE: winner may be required to present a valid major credit card at the time of booking to cover any incidental expenses).
  - Any unused portion of the Prize will be forfeited and has no cash value.
  - redtag.ca travel voucher cannot be replaced if lost, stolen, destroyed or expired.
  - redtag.ca full terms and conditions are applicable to all reservations. Please refer to the website redtag.ca for details
  - redtag.ca Red Label Vacations Inc., its agencies, representative, and affiliates, has the right to use the prize winner's name and to make and use visual and/or audio recordings and still images of any kind of the winner and whole travelling group (collectively the "Materials") in any marketing or publicity connected exclusively to this promotion, be it radio, TV, or other social media in connection with this promotion without compensation.
6. The chances of winning the Prize depends on the number of eligible entries received during the Contest Period.

### **CLAIMING OF PRIZES**

7. The participant whose entry is been selected (referred to as the "**Selected Participant**") will be notified by the Contest Sponsor's Judging Authority via phone call and email to the phone number and email address provided by the participant upon entering the Contest, within five (5) Business Days following the Draw. Upon notification, the Selected Participant must respond through the communication method described in the notification, and the Selected Participant's response must be received by the Contest Sponsor Judging Authority within five (5) Business Days of such notification. If the Selected Participant does not respond in accordance with these Official Rules and the notification, he/she will be disqualified and will not receive the Prize and another eligible entry will be selected in the Contest Sponsor's Judging Authority sole discretion until such time as participants satisfies the terms set out herein. The Contest Sponsor and it's Judging Authority are not responsible for the failure for any reason whatsoever of a Selected Participant to receive notification of being selected as the winner or for the Contest Sponsor's Judging Authority to receive a Selected Participant's response. In these Official Rules, a "Business Day" is every day other than a Saturday, Sunday or statutory public holiday in the Province of Ontario.

8. In order to be declared a winner of the one (1) Prize Pack (the “**Winner**”), the Selected Participant must comply with the following conditions:

(i) The Contest Sponsor’s Judging Authority will send the Selected Participant a declaration and release form (the “**Declaration and Release**”) whereby the Selected Participant acknowledges and confirms, amongst other things, that (i) he or she is eligible for the Contest; (ii) the Official Rules have been, and will be, complied with; (iii) he or she accepts the Prize as offered, (iv) he or she grants to the Contest Sponsor the unrestricted right, in the Contest Sponsor’s discretion, to produce, reproduce, publish, convert, broadcast, communicate by telecommunication, exhibit, distribute, translate, adapt and otherwise use his or her name, photograph, likeness, voice and biography in any and all media now known or hereafter devised, in connection with the Contest and the promotion and exploitation thereof; and (v) he or she agrees to release, discharge, indemnify and hold harmless the Releasees (as defined in paragraph 18 below) from and against any and all liability for any harm, accident, claims, causes of action, damage, loss or prejudice related to participation in the Contest or a related activity, acceptance of the Prize or the use or misuse of the Prize or a component thereof. The original completed and executed Declaration and Release must be returned to the Contest Sponsor’s Judging Authority at 1920 Clements Road, Pickering, Ontario L1W 3V6 for Attention: COLD-FX and redtag.ca Giveaway Contest, or the designated electronic communication method as used by the Contest Sponsor and it’s Judging Authority so that it is received by the Contest Sponsor’s Judging Authority within five (5) Business Days following the sending of the Declaration and Release to the Selected Participant. The completed form may also be emailed to the Judging Authority, by responding to the original email withing the aforementioned designated time period.

(ii) The Selected Participant must also correctly answer a mathematical skill-testing question which will be listed on the Declaration and Release form.

If the provisions of subparagraph (i) above are not complied with by the Selected Participant, or should the Selected Participant not correctly answer the skill-testing question pursuant to subparagraph (ii) above, then the Selected Participant will be disqualified, and the Prize forfeited. In such event another eligible participant will be selected by the Contest Sponsor’s Judging Authority in the Contest Sponsor’s sole discretion as the Selected Participant and the provisions of paragraph 8 above will apply to that Selected Participant. This process will be repeated, if necessary, until one (1) eligible Winner, for the available Prize Pack is declared.

9. The Prize must be accepted as awarded and cannot be transferred, assigned, substituted or redeemed for cash, except at the sole discretion of the Contest Sponsor. The Contest Sponsor reserves the right, in its sole discretion, to substitute the prize of equal or greater value if the Prize cannot be awarded for any reason.

#### **GENERAL CONDITIONS**

10. Entries are subject to verification by the Contest Sponsor. At the Contest Sponsor’s discretion, verification may include the obligation to provide a piece of photo identification showing a valid address. Any entry that is incomplete, fraudulent, or not in accordance with the provisions of the Official Rules or received after the Contest ends will be automatically rejected and will not be given any right to the Prize. The decision of the Contest Sponsor to this effect is final and without appeal.

11. All intellectual property rights in the promotional material and the Contest Materials are the exclusive property of the Contest Sponsor. All rights are reserved.

12. The Contest Sponsor’s computer system (the “**Contest Computer**”) serves to regulate all technological and time-related aspects of the Contest and, among other things, is the

official time-keeping device for the Contest. All decisions linked to time-related aspects as recorded or otherwise regulated by the Contest Computer are final and binding in all respects.

13. The Contest Sponsor reserves the right, at its sole discretion, to exclude from the Contest and any other Contest or future promotion organized by the Contest Sponsor, any person guilty or suspected of being guilty of having tampered with the treatment of the entries, the Contest process, of having violated the Official Rules or having acted in a disloyal manner or in a manner which adversely affects or is intended to disturb, abuse, threaten or harass another person. A participant or any other person who attempts to deliberately hinder the legitimacy of the contest process commits criminal and civil offences and the Contest Sponsor reserves the right, in such case, to claim damages to the extent permitted by law.

### **PERSONAL INFORMATION**

14. By participating in this Contest, participants consent to the collection, use and disclosure of their personal information, by the Contest Sponsor, and its authorized service providers and agents, for the purposes of administering the Contest and in accordance with the Contest Sponsor's privacy policy available at <https://www.bausch.ca/en-ca/legal-notice-privacy-policy/>. By accepting the Prize, the Winner consents to the collection, use and public disclosure of their name, address (city, province), voice, statements, Instagram account name/handle, photographs or other representations for publicity purposes in connection with the Contest in any media or other format, including but not limited to the Internet, without further notice, permission or compensation.

### **WAIVER**

15. The Contest Sponsor accepts no responsibility for, and each participant and his/hers selected guest(s), by entering or attempting to enter the Contest, hereby agrees to release, discharge, indemnify and hold harmless the Contest Sponsor, its related companies, and their respective directors, officers, shareholders, employees, contractors, agents, representatives, successors, and assigns (collectively, the "**Releasees**") from and against any loss, damage, demands, liabilities, or claims caused by or resulting from participation in the Contest or a related activity, the acceptance of the Prize, or the use or misuse of the Prize. Without limiting the generality of the foregoing, the Releasees shall not be liable for (i) the malfunctioning of any computer component, software or communication line relating to the loss or absence of any communication network, or relating to any transmission rendered inadequate, delayed, mistakenly sent, incomplete, or erased by any computer or network, and which could limit or prevent an individual's ability to enter the Contest; and (ii) any damage or loss that may be caused, directly or indirectly, in whole or in part, by the failed transmission of the entry form or any information required for entry in the Contest; and (iii) any damage or loss that may be caused by late or lost entries.

16. Subject to first obtaining any necessary governmental authorizations, the Contest Sponsor reserves the right, in its sole discretion, to suspend or terminate the Contest, in whole or in part, or to amend, modify or make additions to the Official Rules, at any time and in any way, without prior notice. Without limiting the generality of the foregoing, and subject to any governmental approval which may be required, the Contest Sponsor reserves the right, without prior notice and at any time, to terminate the Contest, in whole or in part, or to modify, suspend or prolong it in any way, if it considers, in its sole discretion, that the holding of the Contest is in danger or corrupted in any way or that technical fraud, problems, weaknesses or malfunctions (including, without limitation, computer viruses, glitches, printing or production errors) have prevented or seriously endangered the proper functioning, integrity, and/or feasibility of the Contest, in whole or part. In the event the Contest Sponsor

is prevented from continuing with the Contest as planned, or the Contest Sponsor wishes to, due to an event beyond its control, such as a fire, flood, natural or man-made epidemic or health hazard or crisis, earthquake, explosion, labour dispute or strike, fortuitous event, criminal act, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), federal, provincial or local law, order or regulation, public health crisis, order of a court or other authority, or any other factor that may reasonably be considered to be independent of the Contest Sponsor's wishes, then, subject to any governmental approval which may be required, the Contest Sponsor may modify, suspend, prolong or terminate the Contest.

#### **APPLICABLE LAW**

17. The Contest is governed by the laws of the Province of Ontario and the federal laws applicable therein and is void where prohibited.