

# OFFICIAL CONTEST RULES

## DSAT ROCK YOUR SOCKS FOR WORLD DOWN SYNDROME DAY SOCIAL MEDIA CONTEST RULES (the “Contest”)

THIS CONTEST IS ONLY OPEN TO TORONTO RESIDENTS AND IS GOVERNED BY CANADIAN LAW AND THE LAWS OF THE PROVINCE OF ONTARIO.

NO PURCHASE NECESSARY. SEE BELOW FOR FULL CONTEST DETAILS. PARTICIPATION IN THIS CONTEST CONSTITUTES YOUR FULL AND UNCONDITIONAL ACCEPTANCE OF, AND AGREEMENT TO BE LEGALLY BOUND BY, THESE CONTEST RULES (THE “CONTEST RULES”).

DSAT ROCK YOUR SOCKS FOR WORLD DOWN SYNDROME DAY Social Media Contest (the “Contest”) is in no way sponsored, endorsed, administered by, or associated with Twitter, Instagram, or Facebook. Entrants (defined below) understand that they are providing their information to the Sponsor (defined below) and not to Twitter, Instagram, or Facebook. Any personal information an Entrant provides will be used for the administration of the Contest and in accordance with the Sponsor’s privacy policy (see below). Twitter, Facebook and Instagram are completely released from all liability by each participant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor and not Twitter, Instagram, or Facebook.

### CONTEST PERIOD

- The Contest begins on Friday, March 5th at 12:00 a.m. Eastern Time (EST) and ends on Sunday, March 21st at 12:00 p.m. EST (the “Contest Period”).

### ELIGIBILITY

- The Contest is open to all schools, colleges and universities within Toronto. Entrants must be part of a Toronto based school, college or university program.

### HOW TO ENTER

- NO PURCHASE NECESSARY. To participate in this Contest you must:

Wear silly or mismatched socks. Take a picture of your fun experience, celebrating World Down Syndrome Day and post it on Instagram, Twitter or Facebook with the hashtags #DSATWSD2021 #RockYourSocks #DownSyndromeAwareness

#### **Instagram Entry:**

To enter via Instagram, an Entrant must post an original photo (a “Photo”) of their class wearing silly or mismatched socks and their fun experience celebrating World Down Syndrome Day. The post must also include the hashtags #DSATWSD2021 #RockYourSocks #DownSyndromeAwareness (the “Hashtags”) (collectively, an “Instagram Entry”). In order to be eligible, an Instagram Entry must be posted in accordance with these Official Rules of the Contest (the “Official Rules”) during the Contest Period (which will be determined by the Sponsor in its sole and absolute discretion).

Without limiting the generality of the foregoing, an Entrant must comply with Instagram's Terms of Service (available at [www.instagram.com](http://www.instagram.com)) at all times when participating in this Contest.

OR

**Twitter Entry:**

To enter via Twitter, an Entrant must post an original photo (a "Photo") of their class wearing silly or mismatched socks and their fun experience celebrating World Down Syndrome Day. The post must also include the hashtags #DSATWDS2021 #RockYourSocks #DownSyndromeAwareness (the "Hashtags") (collectively, a "Twitter Entry"). In order to be eligible, a Twitter Entry must be posted in accordance with these Official Rules during the Contest Period (which will be determined by the Sponsor in its sole and absolute discretion). Without limiting the generality of the foregoing, an Entrant must comply with Twitter's Terms of Service (available at [www.twitter.com](http://www.twitter.com)) at all times when participating in this Contest.

OR

**Facebook Entry:**

To enter via Facebook, an Entrant must post an original photo (a "Photo") of their class wearing silly or mismatched socks and their fun experience celebrating World Down Syndrome Day. The post must also include the hashtags #DSATWDS2021 #RockYourSocks #DownSyndromeAwareness (the "Hashtags") (collectively, a "Facebook Entry"). In order to be eligible, a Facebook Entry must be posted in accordance with these Official Rules during the Contest Period (which will be determined by the Sponsor in its sole and absolute discretion). Without limiting the generality of the foregoing, an Entrant must comply with Facebook's Terms of Service (available at <https://www.facebook.com>) at all times when participating in this Contest.

Collectively, Instagram Entries, Twitter Entries and Facebook Entries will be referred to as "**Entries**".

An Entry will be considered to be void (and an Entry will not be granted) if the Entry: (i) is incomplete or illegible; (ii) is not submitted and received during the Contest Period in accordance with these Official Rules; and/or (iii) does not comply with the Twitter, Instagram or Facebook's Terms of Service (as applicable); all as determined by the Sponsor in its sole and absolute discretion.

Standard text messaging and/or data rates may apply to Entrants who submit an Entry or otherwise participate in this Contest via wireless mobile device(s). Please contact your service provider for pricing and service plan information and rates for mobile device participation.

The Releasees (defined below) are not responsible for late, lost, misdirected, delayed, incomplete or incompatible Entries (all of which are void). Your Entry must remain active and publicly viewable on your Twitter, Instagram or Facebook account throughout the Contest Period in order to be eligible for the Draw. The Sponsor may not be able to view Entries or otherwise receive Entries or detect participation from social platform users whose accounts are set to "private" (i.e. where user has set his or her account so that only people who the user has approved can view their posts) due to the way Twitter, Instagram or Facebook operate the Twitter, Instagram or Facebook services. It is each Entrant's sole responsibility to take all steps required for the Sponsor to be able to detect and view his or her Entries and to set his or her applicable social platform account settings to accept

communications from the Sponsor, and to timely check his or her account(s) for any direct messages, direct posts, comments or replies (as applicable) from the Sponsor in connection with the administration of this Contest.

All Entries 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) to participate in this Contest. Failure to provide such proof to the satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification. The sole determinant of the time for the purposes of this Contest will be the Contest server machine(s). Entries will not be returned or acknowledged.

- You will receive one (1) Entry in the Contest when you post your Contest Photo as described in Section 3 *“How to Enter”*, above and in accordance with these Rules.
- There is a limit of one (1) entry per class/Twitter account/Instagram account/Facebook account, regardless of the method of entry.

BY SUBMITTING AN ENTRY, YOU ACKNOWLEDGE THAT YOUR ENTRY (INCLUDING YOUR USERNAME AND PROFILE PICTURE) MAY BE POSTED ON INSTAGRAM, TWITTER, FACEBOOK AND/OR SPONSOR’S PROPRIETARY WEBSITE, WHERE IT MAY BE VIEWED, SHARED (BY USERS OF SOCIAL MEDIA AND VARIOUS OTHER INTERNET-BASED SITES) AND COMMENTED ON BY THE SPONSOR AND THE GENERAL PUBLIC.

#### **PRIZES**

- There will be three (3) prizes available to be won, consisting of a \$75 gift card of your choice. Prizes must be accepted as awarded and are not transferable or convertible to cash. No substitutions except at Sponsor’s option. Sponsor reserves the right to substitute a prize or a prize component with one of equal or greater value, including without limitation, but solely in the Sponsor’s discretion, a cash award. Prizes will only be awarded to the person who is the owner of the Account.

#### **DRAW AND WINNER SELECTION**

- On Sunday, March 21st, in Toronto, Ontario, at approximately 12:00 p.m. EST, three (3) eligible entrants will be selected by random draw from all eligible entries received during the Contest Period. The odds of winning the Prize will depend on the number of eligible Entries received during the Contest Period.

#### **CONTACTING OF POTENTIAL WINNER**

- The Sponsor or its designated representative will send the potential Prize winner individual a direct message on Twitter, Instagram or Facebook by 7:00 PM (EST) on the Draw Date. The potential Prize winner must respond by either direct message or by email within 3 business days after receiving the notification by following the instructions provided in the notification. If the potential Prize winner fails to do so, then he/she will be disqualified (and will forfeit all rights to the Prize), even if his/her name or Twitter, Instagram or Facebook handle may have been

publicly announced; forfeited prizes will not be awarded.

- **BEFORE BEING DECLARED THE CONFIRMED PRIZE WINNER**, the potential Prize winner will be required to: (a) correctly answer a mathematical skill-testing question without mechanical or other aid; and (b) sign and return a Prize release within the timelines specified by the Sponsor, pursuant to which the potential Prize winner: (i) confirms compliance with these Official Rules; (ii) provides the Sponsor or its designated agent with his/her first and last name, complete mailing address including postal code, email address, date of birth and telephone number; (iii) acknowledges acceptance of the Prize as awarded; (iv) assigns all intellectual property, including copyright, in and to their Entry (including the Photo) and waives his/her moral rights therein in favour of the Sponsor; (v) agrees to indemnify the Releasees against any and all claims, damages, liabilities, costs, and expenses arising from use of his/her Entry including, without limitation, any claim that the Entry infringes a proprietary interest of any third party; (vi) releases the Releasees from any and all liability in connection with the Contest, his/her participation therein and/or the awarding and use/misuse of the Prize or any portion thereof; and (vii) agrees to the publication, reproduction and/or other use of his/her name, photograph, 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 whatsoever, including print, broadcast or the internet, worldwide and in perpetuity. If the potential Prize winner fails to correctly answer the skill-testing question, provide the Sponsor with their full contact information, sign and return the Prize release or cannot accept the Prize as awarded for any reason, or otherwise violates these Official Rules (as determined by the Sponsor in its sole and absolute discretion), they will be disqualified and will forfeit all rights to the Prize.

- **GENERAL CONDITIONS:**

By participating in this Contest, each Entrant: (i) agrees to be bound by these Official Rules; (ii) agrees to release, indemnify and hold harmless the Releasees from and against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other cause of action; and (iii) releases the Releasees from any and all liability in connection with this Contest and their participation therein. ANYONE DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THE LETTER AND/OR SPIRIT OF THESE OFFICIAL RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.

The Releasees will not be liable for: (i) any failure of any website or social platform during the Contest; (ii) any technical malfunction or other problems relating to the telephone network or lines, computer on-line systems, servers, access providers, social platforms, computer equipment or software; (iii) the failure of any Entry to be received for any reason including, but not limited to, technical problems or traffic congestion on the Internet or at any website, social platform or mobile network; (iv) any injury or damage to an Entrant's or any other person's computer or other device related to or resulting from participating or downloading any material in the Contest; and/or (v) any combination of the above.

In the event of a dispute regarding who submitted an Entry, Entries will be deemed to have been submitted by the authorized account holder of the Twitter, Instagram or Facebook account used to submit the applicable Entry (as determined in accordance with the official records of Twitter, Instagram or Facebook, as applicable). An Entrant may be required to provide proof (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification) that they are the authorized account holder of the Twitter, Instagram or Facebook account used to submit the applicable Entry and, if applicable, that they have all necessary consents, permissions and/or licenses as required by these Official Rules.

This Contest is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all Entrants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of Entrants and/or Entries.

By entering this Contest, each Entrant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted with their Entry for the purpose of administering the Contest and in accordance with Sponsor's privacy policy (available at <http://www.dsat.ca/policy-and-disclaimer>), unless the Entrant otherwise agrees.

The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein.

To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of participants, Sponsor or any of the other the Releases in connection with the Contest will be governed by and construed in accordance with the domestic laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws. The parties hereby consent to exclusive jurisdiction and venue of the courts located in Ontario in any action to enforce (or otherwise relating to) these Official Rules or relating to this Contest.

**SPONSOR:**

Down Syndrome Association of Toronto

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