# **#lamQuitting Official Contest Rules**

## NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Contest Period and Important Dates

The Smoke-Free Curious #lamQuitting Contest (the **Contest**) starts at 12:00 PM ET on Aug 1, 2023 and ends at 12:00 PM ET on Jan 31, 2024 (the **Contest Period**). There are three separate entry periods for the Contest (each, an **Entry Period**), as outlined in the following table:

Entry Period	Start (12:00 PM ET)	End (12:00 PM ET)
1	Aug 1, 2023	Sept 28, 2023
2	Oct 3, 2023	Nov 30, 2023
3	Dec 4, 2023	Jan 31, 2024

### 2. Eligibility

The Contest, for Entry Period 1 and Entry Period 2 is open to (i) residents of (a) [Canada who are aged 35 to 64 (ii) are current or former Tobacco Users (defined below); (iii) have used Tobacco (as defined below) at least one hundred (100) times in his/her life; and (iv) are NOT a current employee of the Canadian Cancer Society (the **Sponsor**), Kenvue Inc., any of their respective parent companies, subsidiaries, affiliates, prize suppliers, advertising/promotion agencies and/or any other entity involved in the development, production, administration, or fulfillment of the Contest (collectively, the **Contest Parties**)].

The Contest, for Entry Period 3 is open to (i) residents of (a) Canada, excluding Quebec, who are aged 35 to 64 (ii) are current or former Tobacco Users (defined below); (iii) have used Tobacco (as defined below) at least one hundred (100) times in his/her life; and (iv) are NOT a current employee of the Contest Parties.

For greater certainty, for the purposes of this contest, a **Tobacco User** is defined as someone who currently uses and/or has used tobacco (defined as: cigarettes, cigars, cigarillos, pipes, chewing tobacco, snuff, water pipes and/or snus – collectively, **Tobacco**) at least one hundred (100) times in his or her life.

3. How to Enter

No purchase necessary. By participating, or purporting to participate, in this Contest, you are agreeing to be legally bound by the terms and conditions of these Official Contest Rules (the **Rules**).

There are two (2) ways to enter the Contest.

The following two (2) methods of entry are available to all entrants:

<u>Online</u>: To enter online, visit <u>www.smokefreecurious.ca</u> (the **Website**) and follow the on-screen instructions to provide all required personal information and submit your entry before the end of the applicable Entry Period (an **Entry**). In order to be eligible, an Online Entry must be submitted and received in accordance with these Rules before the end of the applicable Entry Period. In order to be eligible, an Online Entry must contain a quitting milestone as conveyed in the on-screen instructions.

<u>By Phone</u>: To enter via phone, call 1-866-641-7675 and follow the instructions given by a Smokers' Helpline Quit Coach for the #lamQuitting Milestone Contest to: (i) submit all required personal information; and (ii) ask for your consent to the collection and use of personal information by the Smoke Free Curious team for the purposes of executing the contest. You may qualify as a #lamQuitting Milestone Contest Entry (collectively, the "Entries").

LIMITS AND VERIFICATION: There is a limit of one (1) Entry per person/email address permitted per Entry Period, regardless of the method of entry. For greater certainty, you can only use one (1) email address to register for, or otherwise participate in, the Contest. If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any person has attempted to: (i) exceed any of the limits stated in these Rules; and/or (ii) use multiple names, identities, email addresses and/or any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or to disrupt this Contest; then he/she may be disqualified from the Contest in the sole and absolute discretion of the Sponsor. Your Entry may be rejected if (in the sole and absolute discretion of the Sponsor) it is not fully completed with all required information and submitted and received in accordance with these Rules. The Releasees (defined below) are not responsible for late, lost, misdirected, delayed, incomplete or incompatible Entries (all of which are void).

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): (i) for the purposes of verifying an individual's eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Entry 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 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 this Contest will be the Sponsor's official clock.

#### 4. Prizes

There are a total of thirty-four (34) cash prizes (each a **Prize**) available to be won at the start of the Contest Period. There are twelve (12) Prizes allocated to each of Entry Period 1 and Entry Period 2. There are ten (10) Prizes allocated to Entry Period 3. Each Prize consists of \$250 CAD (payable in the form of a cheque). Each Prize must be accepted as awarded and is not assignable nor transferable. Limit of one (1) Prize per person per Entry Period (eligibility requirements must be met in respect of each Entry Period).

5. Prize Winner Selection Process

On or about each of the draw dates listed in the table below (each, a **Draw Date**) at approximately 10:00 AM ET,) potential Prize winners will be selected by random draw from among all eligible Entries received during the corresponding Entry Period in accordance with these Rules. The odds of winning a Prize will depend on the number of eligible Entries during the applicable Entry Period.

**IMPORTANT NOTE**: **Unselected Entries will not carry over to subsequent Entry Period's**. For greater clarity, entrants must enter the contest separately each Entry Period (and meet the eligibility requirements in respect of each such Entry Period) for an opportunity to win a Prize in respect of such Entry Period.

Entry Period	Eligible provinces of residence of Entrants	Draw Date
1 Aug 1 – Sept 28, 2023	Canadian Provinces and Territories	Oct 2, 2023
2 Oct 3 – Nov 30, 2023	Canadian Provinces and Territories	Dec 1, 2023

Entry Period	Eligible provinces of residence of Entrants	Draw Date
3 Dec 4, 2023 – Jan 31, 2024	Canadian Provinces and Territories, excluding Quebec	Feb 1, 2024

#### 6. Prize Winner Notification

The Sponsor's designated representative will make one (1) attempt to contact each potential Prize winner by telephone or email (using the information provided at the time of entry) within three (3) business days of the applicable Draw Date. If a potential Prize winner has not been contacted and/or made contact with the Sponsor's designated representative within 48 hours of the first attempted contact, or there is a return of any notification as undeliverable; then he/she will be disqualified and the Sponsor reserves the right, in its sole discretion, to randomly select an alternate potential Prize winner from among the remaining eligible Entries received during the applicable Entry Period (in which case the foregoing provisions of this section shall apply to such new potential Prize winner).

7. Prize Winner Verification and Confirmation

<u>Verification</u>: Each potential Prize winner will be required, upon request, to **provide proof of identification and eligibility** (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification) that he/she is the entrant that submitted the applicable selected Entry.

<u>Confirmation</u>: In order to be confirmed as a prize winner, each potential Prize winner will be required to: (a) correctly answer a mathematical skill-testing question without mechanical or other aid to be administered in writing or by telephone at a mutually convenient time; and (b) sign and return within three (3) 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 Contest Parties and each of their respective officers, directors, agents, employees, representatives, successors and assigns (collectively, the **Releasees**) 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; (iv) agrees to have the Prize presented to him/her at a prize presentation event at a location, place and time to be selected by the Sponsor in consultation with him/her; and (v) agrees to the publication, reproduction and/or other use of his/her name, address, voice, statements about the Contest and/or photograph (including photographs taken at the prize presentation event, if applicable) 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. In addition, the confirmed Prize winner may choose to participate in optional media interviews.

If a potential Prize winner: (a) fails to correctly answer the skill-testing question; (b) fails to return the properly executed Contest documents within the specified time; and/or (c) cannot accept the Prize for any reason; then such potential Prize winner will be disqualified (and, if disqualified, will forfeit all rights to a Prize) and the Sponsor reserves the right, in its sole and absolute discretion, to randomly select an alternate potential Prize winner from among the remaining applicable eligible Entries received during the applicable Entry Period (in which case the foregoing provisions of this section shall apply to such new potential Prize winner).

The confirmed Prize winner for each Entry Period is scheduled to be publicly announced on or about the third week after the close of the corresponding Entry Period.

8. General Conditions

All Entries become the property of the Sponsor. The Releasees assume no responsibility for lost, stolen, delayed, damaged, illegible, incomplete, postage-due, garbled or misdirected Entries, Coupons or any other type of Contest-related information or materials (collectively, **Contest-Related Information**) nor Entries that have been submitted through illicit means, or that do not conform to, or satisfy, these 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.

The Releasees will not be liable for any failure of the Website during the Contest; for any technical malfunction or other problems relating to the telephone network or lines, computer online systems, servers, access providers, computer equipment or software (including without limitation any malfunction or problems that may arise in connection with sending or receiving emails); for the failure of any Contest-Related Information to be received for any reason including, but not limited to, technical problems or traffic congestion on the internet or at any website; or any combination of the above. Further, the Releasees will not be liable for 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.

If the identity of an online entrant is in dispute, the authorized account holder of the e-mail address submitted at the time of entry will be deemed to be the entrant. A selected entrant may be required to provide proof that he/she is the authorized account holder of the e-mail address submitted at the time of entry. All email addresses must correspond with a valid e-mail account that may be identified by reverse domain name search. Automated and/or repetitive submission of Entries (including, but not limited to, Entries submitted using any script, macro, bot or contest service) will be disqualified and transmissions from these or related email or IP addresses may be blocked. When an Entry is deemed to be duplicated by the Sponsor, in its sole and absolute discretion, only the first such Entry may be deemed valid, subject to its compliance with these Rules (as determined by the Sponsor, in its sole discretion).

If due to printing, production, online, internet, computer or other error of any kind, more Coupons and/or Prizes are claimed than intended to be distributed or awarded according to these Rules, then, in addition to having the right to terminate the Contest immediately, the Sponsor reserves the right (at its sole and absolute discretion) to rescind invalid Coupon and/or Prize claims, conduct a random draw from amongst all eligible claimants in order to award the correct number of Coupons and/or Prizes (as applicable). In no event will the Sponsor be liable to award more than the number of Prizes as stated in these Rules (at any prizing level).

The Sponsor reserves the right, in its sole discretion, to withdraw, amend or suspend this Contest (or to amend these Rules) in any way, for any reason, including, without limitation, in the event of an error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure or any other cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest is a violation of criminal and civil laws and should such an attempt be made; the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor reserves the right, in its sole discretion, to cancel or suspend this Contest, or to amend these Rules, without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason. Without limiting the generality of the forgoing, the Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law.

The Sponsor collects the personal information of entrants for the purposes of Contest administration and Coupon delivery (while supplies last). By entering this Contest, each entrant expressly consents the Sponsor and its agents and/or representatives, storing, sharing and using the personal information submitted with his/her Entry for the purpose of administering the Contest and in accordance with the Sponsor's privacy policy (available at: <a href="https://www.cancer.ca">www.cancer.ca</a> or by emailing <a href="https://www.cancer.ca">privacy@cancer.ca</a> or by calling 1-800-268-8874, extension 2257). 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.

By participating, or purporting to participate, in this Contest, each entrant agrees to release and hold harmless the Releasees from any liability for any loss or damage of any kind to the entrant or any other person in connection with this Contest or participation in any Contest related activities, including, but not limited to, if confirmed as a winner, the use or misuse of a Prize or any portion of a prize including personal injury, death or property damage. All participants must comply with these Rules and will be deemed to have received and understood these Rules if they participate, or purport to participate, in the Contest.

The Sponsor reserves the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Rules, to the extent necessary, for purposes of verifying compliance by any entrant and/or Contest-Related Information with these Rules, or as a result of technical problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules.

## 9. Intellectual Property

All intellectual property used by the Sponsor in connection with the promotion and/or administration of the Contest, including, without limitation, all trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned (or licensed, as the case may be) by the Sponsor and/or its affiliates. All rights are reserved. Unauthorized copying or use of any such intellectual property without the express written consent of its owner is strictly prohibited.

## 10. Discrepancy

In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to: the Contest entry form, Website and/or point of sale, television, print or online advertising; the terms and conditions of these Rules shall prevail, govern and control.