

# **OFFICIAL CONTEST RULES AND REGULATIONS**

# 1. KEY DATES:

The HRPA Renewal Campaign Contest (the "**Contest**") begins on April 2, 2024, at 2:00 p.m. Eastern Time ("**ET**") and ends on May 15, 2024, at 11:59 p.m. ET (the "**Contest Period**").

# 2. ELIGIBILITY TO ENTER:

The Contest is open only to residents of Canada (excluding Quebec) who: (i) at the start of the Contest Period, are a current registrant of the Human Resources Professionals Association (the "**Sponsor**"); and (ii) have either (a) reached the legal age of majority in their province/territory of residence at the time of entry, or (b) have not reached the legal age of majority in their province/territory of residence at the time of entry (each, a "**Minor**") and whose parent/legal guardian has agreed, on such Minor's behalf and on his/her parent/legal guardian's own behalf, that each of them will be bound by these Official Contest Rules and Regulations (the "**Rules**"). For certainty, student registrants of the Sponsor who otherwise meet all requirements set out above are eligible to participate in the Contest. Employees, representatives and agents (and those with whom such persons are living, whether related or not) of the **Sponsor** and its subsidiaries, affiliates, distributors, prize suppliers, advertising/promotion agencies and any other individuals or entities involved in the development, production, implementation, administration or fulfilment of the Contest (collectively, the "**Contest Parties**") are not eligible to enter.

NOTE TO MINORS: The Sponsor reserves the right, in its sole and absolute discretion, on a random audit basis or at any time and for any reason, to contact a Minor's parent/legal guardian for the purposes of verifying his/her: (i) agreement to be legally bound by these Rules on such Minor's behalf and on his/her parent/legal guardian's own behalf; (ii) consent to the Minor's participation in this Contest; and/or (iii) consent to the collection of the Minor's personal information. Failure of a Minor's parent/legal guardian to complete any such required verification to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may, in the sole and absolute discretion of the Sponsor, result in the disqualification of such Minor.

## 3. AGREEMENT TO BE LEGALLY BOUND BY RULES:

By participating in this Contest, you (and your parent/legal guardian on your behalf if you are a Minor) are signifying your agreement that you have read and agree to be legally bound by these Rules.



## 4. HOW TO ENTER:

NO PURCHASE NECESSARY. MAKING A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

To participate in the Contest, during the Contest Period log in to your dashboard through <u>https://mx.hrpa.ca/Security/Sign-In?returnurl=%2fPages%2fMy-Dashboard</u> and follow all onscreen instructions to renew your Human Resources Professionals Association registration for the registration year that begins on June 1, 2024, and ends on May 31, 2025 (a "**Registration Renewal**"). Upon completing a Registration Renewal in accordance with these Rules (as determined by the Sponsor, in its sole and absolute discretion), you will automatically be eligible to earn one (1) entry (an "**Entry**") in the Contest.

Alternatively, to enter the Contest without completing a Registration Renewal (or, if you already completed a Registration Renewal prior to the start of the Contest Period for the registration year that begins on June 1, 2024, and ends on May 31, 2025), you may print your first name, last name, telephone number, complete mailing address (including postal code), valid email address and signature on a plain white piece of paper and mail it (in an envelope with sufficient Canadian postage) along with a 50 word or more unique and original (for certainty, without the assistance of AI) essay on Why it is important for human resource professionals to be regulated to: CONTEST, Human Resources Professionals Association, 150 Bloor St. West, Ste. 200, Toronto, ON M5S 2X9 (collectively, a "Mail-in Request"). Upon receipt of your eligible Mail-in Request in accordance with these Rules (as determined by the Sponsor in its sole and absolute discretion), you will receive one (1) Entry in the Contest. To be eligible, your Mail-in Request must: (i) be received separately in an envelope bearing sufficient Canadian postage (i.e., multiple Mail-in Requests in the same envelope will be void); and (ii) be post-marked during the Contest Period and received prior to May 23, 2024. The Sponsor takes no responsibility for any lost, stolen, delayed, illegible, damaged, misdirected, late or destroyed Mail-in Requests. Limit of one (1) Entry per Mail-in Request.

To be eligible, all content and materials associated with your Entry (regardless of the method of entry) (collectively, the "**Entry Materials**") must: (i) be submitted and received in accordance with these Rules; (ii) include all required components and materials noted above; and (iii) be in accordance with these Rules, including, but not limited to, the specific Participation Requirements listed below (all as determined by the Sponsor in its sole and absolute discretion). Standard data rates apply to participants who choose to participate in the Contest via a mobile device. Please contact your service provider for pricing and service plan information and rates before mobile device participation.

## 5. ENTRY LIMIT AND CONDITIONS:

There is a limit of one (1) Entry per person (regardless of the method of entry). 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; (ii) use multiple names, identities, e-mail addresses, registrations and/or use any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or to disrupt the Contest; and/or (iii) disrupt or participate in the Contest in any other fraudulent or misleading way, then he/she may be disqualified from the Contest in the sole and absolute discretion of the Sponsor. The Contest Parties and each of their respective agents, employees, directors, officers, successors and assigns (collectively, the "Released Parties") are not responsible for, and accept no liability whatsoever in relation to, any late, lost, misdirected, delayed, incomplete or incompatible Registration Renewals, Entries, Entry Materials and/or Mail-in Requests (collectively, "Contest-Related Information"), all of which are void for the purposes of participation in this Contest. For certainty, the Released Parties are not responsible for, and accept no liability whatsoever in relation to, any late or delayed Registration Renewals. An Entry may be rejected if, in the sole and absolute discretion of the Sponsor: (i) the Entry (including, but not limited to, any associated Entry Materials) is not submitted and received in accordance with these Rules; and/or (ii) the Entry Materials accompanying the Entry are not in compliance with these Rules (including, but not limited to, the specific Participation Requirements listed below) (all as determined by the Sponsor in its sole and absolute discretion).

## 6. VERIFICATION:

All Contest-Related Information 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 Contest-Related Information 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.

## 7. PARTICIPATION REQUIREMENTS:

BY PARTICIPATING IN THIS CONTEST, YOU (AND, IF YOU ARE A MINOR, YOUR PARENT OR LEGAL GUARDIAN) 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 PARTICIPATING IN THIS CONTEST, YOU (AND, IF YOU ARE A MINOR, YOUR PARENT OR LEGAL GUARDIAN) ALSO AGREE THAT YOUR ENTRY (AND EACH INDIVIDUAL COMPONENT THEREOF – INCLUDING, WITHOUT LIMITATION, THE ENTRY MATERIALS) 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 – INCLUDING, WITHOUT LIMITATION, THE ENTRY MATERIALS); (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 PRIZE (INCLUDING ANY USE OR MISUSE OF THE PRIZE). THE RELEASED PARTIES SHALL BE HELD HARMLESS BY YOU (AND, IF YOU ARE A MINOR, YOUR PARENT OR LEGAL GUARDIAN) 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 Contestrelated Information 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.

#### 8. PRIZES:

There are ten (10) prizes available to be won, each consisting of one (1) pair of wireless headphones (the "**Prize**"). The approximate retail value of each Prize is \$329 CAD.

The following general conditions apply to each Prize: (i) the Prize must be accepted as awarded and is not transferable, assignable or convertible to cash (except as may be specifically permitted by the Sponsor in its sole and absolute discretion); (ii) no substitutions are permitted, except at the Sponsor's option; (iii) the Sponsor reserves the right to substitute the Prize in whole or in part in the event that all or any component of such 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; (iv) all characteristics and features of the Prize, except as otherwise explicitly stated above, are at the Sponsor's sole and absolute discretion; (v) the Prize winner is solely responsible for all costs not expressly described herein; and, (vi) the manufacturer's standard warranty (if any) applies. None of the Released Parties makes any representation or offers any warranty, express or implied, as to the quality or fitness of any Prize awarded in connection with the Contest. To the fullest extent permitted by applicable law, each confirmed winner understands and acknowledges that he or she may not seek reimbursement or pursue any legal or equitable remedy from either the Sponsor or any of the other Released Parties should his/her Prize fail to be fit for its purpose or is in any way unsatisfactory. For greater certainty and the avoidance of any doubt, by accepting a Prize, a confirmed winner agrees to waive all recourse against the Sponsor and all of the other Released Parties if the Prize or a component thereof does not prove satisfactory, either in whole or in part.



#### 9. ELIGIBLE WINNER SELECTION PROCESS:

On May 31, 2024 (the "**Selection Date**") in Toronto, Ontario at approximately 12:00 p.m. ET, the Sponsor will perform a random draw from among all eligible Entries submitted and received in accordance with these Rules during the Contest Period to select the potential Prize winners. The odds of winning depend on the number of eligible Entries submitted and received in accordance with these Rules during the Contest Period.

## **10. ELIGIBLE WINNER NOTIFICATION PROCESS:**

The Sponsor or its designated representative will make a minimum of two (2) attempts to contact the potential winners within five (5) business days of the Selection Date via email. A potential winner is solely responsible for ensuring he/she is able to receive such notification messages, monitoring for such notification messages and following all instructions contained in such notification messages, failing which, he/she may be disqualified (as determined by the Sponsor at its sole discretion).

## 11. 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, the potential winners (and, in the case of a Minor, his or her parent or legal guardian) will each 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 the 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; (iv) agrees to indemnify the Released Parties against any and all claims, damages, liabilities, costs and expenses arising from use of his/her Contest-Related Information or any portion(s) thereof; and (v) agrees to the publication, reproduction and/or other use of his/her name, jurisdiction of residence, 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 perpetuity throughout the world in any manner or medium whatsoever, including print, broadcast or the internet.

If a potential winner: (a) cannot be contacted as set out above, or if there is a return of a notification as undeliverable; (b) fails to correctly answer the skill-testing question; (c) fails to return the properly executed Contest documents within the specified time; (d) cannot accept (or is unwilling to accept) a Prize (as awarded) for any reason; and/or (e) 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 select an alternate potential winner in accordance with the procedure outlined above, with the necessary amendments (in which case the foregoing provisions of this section shall apply to such newly selected potential winner).

## 12. GENERAL CONDITIONS:

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

ANYONE DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THE SPONSOR'S INTERPRETATION OF THE LETTER AND/OR SPIRIT OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.

All Contest-Related Information becomes the property of the Sponsor. The Released Parties will not be liable for: (i) any failure of the Sponsor's website or any other website or platform during the Contest; (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Contest-Related Information, winner notification message and/or other information to be received, captured or recorded for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the Internet or at any website; (iv) any injury or damage to an entrant's or any other person's computer or other device related to or resulting from participating in the Contest; (v) anyone being incorrectly and/or mistakenly identified as a winner or eligible winner; and/or (vi) any combination of the above.

The Sponsor reserves the right, in its sole and absolute discretion, to withdraw, amend or suspend the Contest (or to amend these Rules) in any way, in the event of any cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of the Contest as contemplated by these Rules, including, without limitation, any error, problem, computer virus, bugs, tampering, unauthorized intervention, fraud or failure of any kind whatsoever. Any attempt to undermine the legitimate operation of the Contest in any way (as determined by Sponsor in its sole and absolute discretion) may be a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and absolute discretion, to cancel, amend or suspend the Contest, or to amend these Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever. 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 reserves the right, in its sole and absolute discretion, to adjust any of the dates, timeframes and/or other Contest mechanics stipulated in these Rules, to the extent deemed necessary by the Sponsor, for purposes of verifying compliance of any entrants, Contest-Related Information and/or other information with these Rules, or as a result of any technical or other 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, or for any other reason.

By entering this Contest, each entrant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted only for the purpose of administering the Contest and in accordance with the Sponsor's privacy policy (available at: https://www.hrpa.ca/privacy-policy/).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.

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 Sponsor's website, point of sale, television, print or online advertising and/or any instructions or interpretations of these Rules given by any representative of the Sponsor, the terms and conditions of these Rules shall prevail, govern and control to the fullest extent permitted by law.

The invalidity or unenforceability of any provision of these 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 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 Rules or the rights and obligations of participants, the Sponsor or any of the other Released Parties 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 the exclusive jurisdiction and venue of the courts located in Ontario in any action to enforce (or otherwise relating to) these Rules or relating to the Contest.