

## **Farha Foundation**

### **ÇA MARCHE 2015 Starwalker contest Terms and Conditions**

The Farha Foundation Starwalker Contest (the “Contest”) is a contest aimed at promoting ÇA MARCHE 2015. The Farha Foundation asks ÇA MARCHE 2015 participants to raise donations for the event. Raise \$500 to become a Starwalker and each time participants surpass an increment of \$500, they will have an additional chance to win. On December 8, 2015, at 10 a.m. EST three (3) participants will be selected randomly and will be deemed “Starwalker”. The first winner randomly selected will win a 50” Samsung Smart Television, valued at \$800, the second winner, an iPad Air 2 (64 gb), valued at \$650, and the third winner, an ALDO gift certificate, valued at \$250.

#### **Entry Period**

The Contest entry period commences on August 27, 2015 and concludes at 12 p.m. (noon) EST on December 1, 2015. Only entries submitted during the entry period that are fully compliant with these Contest Terms and Conditions will be deemed “valid entries”.

#### **Administration**

This Contest is administered by Zenergy Communications (the “Contest Administrator”) and sponsored by the Farha Foundation (the “Contest Sponsor”). All decisions of the Contest Administrator and Contest Sponsor are final and binding in all matters as they relate to this Contest.

#### **Eligibility**

The Contest is open to Canadian residents only and who are of the age of majority as defined by the residents’ province or territory.

#### **How To Enter**

No purchase necessary. To become a participant in the Contest (a “Contestant”), an eligible participant must raise donations and submit is application, through the Farha Foundation ÇA MARCHE 2015 page, during the “entry period.” Three (3) winners will be randomly selected at 12 p.m. (noon) EST on December 8, 2015.

#### **Conditions of Entry**

By entering the Contest, Contestants (i) acknowledge compliance with these Contest Terms and Conditions including all eligibility requirements, and (ii) agree to be bound by

the Contest Terms and Conditions, and by the decisions of the Contest Administrator and Contest Sponsor, made in their sole discretion, which shall be final and binding in all matters relating to this Contest. Contestants who have not complied with these Contest Terms and Conditions will be disqualified.

Contest Winners will have to agree to the Terms and Conditions and sign a release waiver to be awarded their prize. Failure to comply in a 24-hour time period will be regarded as a forfeit and a replacement winner will be selected.

#### Prizes

There will be three (3) prizes: 50" Samsung Smart Television, valued at \$800, the second, an iPad 6 G valued at \$650, and the third an ALDO gift certificate, valued at \$250. The three (3) prizes will be awarded to the three (3) winners at 12 p.m. (noon) EST on December 8, 2015. The Prizes must be accepted as awarded and may not be transferred or exchanged.

All expenses and charges not included in the above prize description are the sole responsibility of the winner, including but not limited to incidental and consequential costs, gratuities, additional associated wares or services and taxes. It is the prizewinner's responsibility to report the value of any prizes won (if applicable) on his/her Canadian income tax filings. Subject, in Quebec, to the jurisdiction of the *Régie des alcools, des courses et des jeux du Québec*, the Contest Administrator and Sponsor rulings are final and without appeal in all matters related to the Contest and the awarding of prizes. The Contest Sponsor will have no responsibility to report prize winnings to CCRA.

#### Winner Notification/Selection

Contest entries will be verified. Illegible or unintelligible entries may be disqualified at the discretion of the Contest Organizer. Winners will be selected at 12 p.m. (noon) EST on December 8, 2015. Once notified via email, the winner will have 24 hours to respond with a signed liability form (for publicity purposes). Should the winner not respond by the defined deadline, they will forfeit their prize and a new draw will take place.

#### Chances of Winning

Odds of winning will depend the value of the donations received during the contest duration, before the Contest Closing date.

#### Prize Substitution

The prize must be accepted as awarded without substitution and is not transferable or available for resale and has no cash surrender value. The Contest Sponsor reserves the right, in their sole discretion, in the event that the prize or any component of the prize

cannot be awarded as described for any reason, to substitute a similar prize or component of equal or greater value without liability. Should a winner be unable to claim his/her prize or prize portion as awarded, his/her right to that prize or prize portion will be forfeited. The prizewinner shall not be entitled to receive, in cash, certificate or otherwise, the balance of any amount representing the difference of the approximate retail value and actual cost.

#### Indemnification by Participants

By entering the Contest, entrant: (a) releases and holds harmless Contest Administrator and Sponsor and their respective directors, officers, employees, parent companies, subsidiaries, affiliates, suppliers, and agents from any and all liability for any injuries, loss or damage of any kind to persons, including death, or property damages, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any prize, participation in this Contest, or participating in any prize---related activity; and (b) agrees to fully indemnify the Contest Administrator and Sponsor and their respective directors, officers, employees, parent companies, subsidiaries, affiliates, suppliers and agents from any and all claims by third parties without limitation, arising from entrants non---compliance with the Contest Rules.

#### General Conditions

The Contest Sponsor extends absolutely no representations or warranties in respect of any prizes and accept no liability arising in respect of such prize. Prizes must be accepted as awarded with no substitutions, provided that the Contest Sponsor shall have the right at their sole discretion and for any reason, to substitute a prize or prizes of equal or greater monetary value. Prizes are non---transferable and not redeemable for cash.

If for any reason in the opinion of the Contest Administrator, in its sole discretion, the Contest is not capable of running as planned or if the administration, security, fairness, integrity or proper conduct of the Contest is corrupted or adversely affected, including by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond its control, the Contest Administrator reserves the right to cancel, terminate, modify or suspend the Contest, including cancelling any method of entry, and selecting a winner from previously received eligible entries.

The Contest Sponsor will not be responsible for late, lost, misdirected, stolen, incomplete, garbled, destroyed or delayed entries.

The Contest Administrator reserves the right, in its sole discretion, to disqualify any individual they find to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Contest Rules or otherwise in a disruptive

manner. The Contest Administrator reserves the right to modify the Contest Rules without materially affecting the terms and conditions of the Contest.

Subject to all applicable Canadian federal, provincial and municipal laws and regulations, these Contest Rules govern all aspects of the Contest and are binding on all participants.

By entering this Contest, each entrant hereby acknowledges that he/she has read, understands and will comply with these rules in their entirety.

By entering this Contest, each entrant irrevocably agrees that the courts of their respective provinces shall have exclusive jurisdiction to address any dispute that may arise in respect of the Contest and the entrant hereby irrevocably attorns to the exclusive jurisdiction, forum and venue of the courts of said province.

#### Privacy Policy

By entering information on the Contest entry form, you consent to the collection, use and distribution of such information to administer, implement and fulfill this Contest.